

**Exhibit A**

**Claim No. 112**

B 10 (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT Southern District of New York		PROOF OF CLAIM
Name of Debtor: EXECUTIVE TRUSTEE SERVICES, LLC	Case Number: 12-12028 (MG)	<b>RECEIVED</b> JUN 19 2012  KURTZMAN CARSON CONSULTANTS
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): ERLINDA ABIBAS ANIEL		
Name and address where notices should be sent: 75 Tobin Clark Dr. Hillsborough CA 94010  Telephone number: 650-284-6417 email:  <input checked="" type="checkbox"/> Date Stamped Copy Returned <input type="checkbox"/> No self addressed stamped envelope <input type="checkbox"/> No copy to return		<b>COURT USE ONLY</b> <input type="checkbox"/> Check this box if this claim amends a previously filed claim.  Court Claim Number: _____ (If known)  Filed on: _____
Name and address where payment should be sent (if different from above):   Telephone number: email:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
1. Amount of Claim as of Date Case Filed: \$ 1,085,000.00  If all or part of the claim is secured, complete item 4.  If all or part of the claim is entitled to priority, complete item 5.  <input checked="" type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: Pending Lawsuit (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor:  8943	3a. Debtor may have scheduled account as:  (See instruction #3a)	3b. Uniform Claim Identifier (optional):  (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.  Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe:  Value of Property: \$ 1,075,000.00  Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ 10,000.00  Basis for perfection: Litigation Expenses  Amount of Secured Claim: \$ _____  Amount Unsecured: \$ 10,000.00
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).  <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507 (a)(7).  <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. § 507 (a)(4).  <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507 (a)(8).  <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507 (a)(5).  <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507 (a)( ).  Amount entitled to priority: \$ _____		
*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		



1212028120619000000000001

B 10 (Official Form 10) (12/11)

7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

RECEIVED

JUN 19 2012

8. Signature: (See instruction #8)

KURTZMAN CARSON CONSULTANTS

Check the appropriate box.

☒ I am the creditor. ☐ I am the creditor's authorized agent.  
(Attach copy of power of attorney, if any.)

☐ I am the trustee, or the debtor,  
or their authorized agent.  
(See Bankruptcy Rule 3004.)

☐ I am a guarantor, surety, indorser, or other codebtor.  
(See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Erlinda Abibas Aniel

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address and telephone number (if different from notice address above):

75 Tobin Clark Dr.  
Hillsborough, CA 94010

Telephone number 650-284-6417 email: \_\_\_\_\_

(Signature)

(Date)

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

#### INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

#### Items to be completed in Proof of Claim form

##### Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

##### Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

##### 1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

##### 2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:  
State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

##### 3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

##### 3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

##### 4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

##### 5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

##### 6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

##### 7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

##### 8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.



**ATTACHMENT 1**

**PROOF OF CLAIM**

**This Proof of Claim is being filed concurrently with the Proof of Claim against debtor, GMAC MORTGAGE, LLC AKA GMAC MORTGAGE CORPORATION (case number: 12-12032 (MG)). EXECUTIVE TRUSTEE SERVICES, LLC and GMAC MORTGAGE, LLC AKA GMAC MORTGAGE CORPORATION are jointly and severely liable for the amount recoverable in the pending lawsuit.**

FERMIN SOLIS ANIEL AND ERLINDA ABIBAS ANIEL, AS PLAINTIFF, PRO  
PER, AGAINST ETS SERVICES LLC, GMAC MORTGAGE, LLC F/K/A GMAC  
MORTGAGE CORPORATION AND GMAC MORTGAGE, HSBC BANK U.S.A. AS  
TRUSTEE FOR DALT 2007-A03, MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.; PITE DUNCAN, LLP AND DOES 1-50 INCLUSIVE

Aniel et. al. vs. ETS SERVICES LLC et. al.,  
Superior Court of the State of California, County of San Mateo, Case No: CIV 502857.  
Filed on February 2, 2011.

Aniel et. al. vs. ETS SERVICES LLC et. al.,  
Court of Appeal Case No: A134461  
Filed on May 3, 2012.  
Status of the case: Pending

Subject Property Address: 801 Foothill Drive, San Mateo CA 94402 (legal property  
description attached).

Loan No:

A. Description of Claims.

Claims arising from the following causes of action:

1. Violation of the California Rosenthal Act
2. Fraud (Misrepresentation)
3. Wrongful Foreclosure
4. Unfair Competition Law (Cal. Bus. & Prof. Code section 17200 et seq)
5. Request for Injunctive Relief
6. Quiet Title

B. History of the Lawsuits:

The claimants of the above proof of claim, filed their Chapter 11 petition in the  
United States Bankruptcy Court of Northern District of California. See Case No:  
09-30452 DM on February 25, 2009, and their case was converted to Chapter 7 on  
August 02, 2010. The estate was discharged under 11 USC § 727 (the

Bankruptcy Code) on December 2, 2010. On February 4, 2011, the bankruptcy trustee was closed with no distribution and the trustee abandoned the claimant's (debtors) bankruptcy assets.

On the list of claimants' bankruptcy estates the claimants (debtors) identified the subject property above as part of the claimants' bankruptcy asset/estate that was abandon by the trustee under the jurisdiction of bankruptcy court. On February 2, 2011, the claimants filed a civil action in the Superior Court of California, County of San Mateo for equitable and legal relief for wrongful foreclosure fraud (misrepresentation), violation of Rosenthal Act, Violation of Unfair Competition Law (Cal. Bus. & Prof. Code section 17200 et seq.), Quiet Title, and request for injunctive relief. See attached verified complaint as exhibit "A". The very core of the complaint is the execution of the assignment of deed by Jeffrey Stephan, who is an infamous robo-signer. See Exhibit "B" Jeffrey Stephan Deposition on December 10, 2009, at West Palm Beach, Florida. Jeffrey Stephan signed the assignment of the deed without personal knowledge of its contents. The assignment also contained a fraudulent notarization that was certified under penalty of perjury under the laws of the State of California, when in fact the notary was done in Commonwealth of Pennsylvania, Upper Dublin Twp., Montgomery County. See Attached "C" copy of Assignment of Deed. Since, the assignment of deed is null and void, the substitution of trustee, notice of default, notice of trustee sale, trustee deed upon sale are null and void and no effect. Therefore, the foreclosure on the subject property is null and void and has no effect. However, on June 09, 2011, the state court ruled that the claimants (plaintiffs on the above civil case) had no standing because their names were not on the deed of trust at the commencement of the complaint on February 2, 2011. On March 29, 2012, the subject property was sold in the amount of \$ 1,075,000.00. On May 3, 2012 claimants (plaintiffs) filed their timely appeal in California Court of Appeal. see Exhibit "D", Appellants Brief.

C. Indemnification Claims:

1. The Claimants have been damaged by virtue of Debtor's selling the property while the case is still pending. Without limiting the generality of the foregoing, the Claimants have incurred, and will continue to incur, significant legal expenses enforcing and defending against the Debtor's improper foreclosure of claimant's subject property.
2. Pursuant to the Governing Documents and applicable laws, Debtor entities are liable to the Claimants for indemnification against any losses, claims, expenses or damages including legal fees and related cost, arising out of based upon any breaches of any representation warranty or covenant made by the Debtor or any affiliates of the Debtors in the Governing Documents
3. Base upon the foregoing, a claim is asserted in an unliquidated amount on account Debtor's indemnification obligation arising from fraud and wrongful foreclosure, and Governing Documents. As of this date of this Proof of

Claim, the Claimants has incurred expenses of not less than \$10,000.00 in connection with filing the civil actions against Debtor and its affiliates GMAC Mortgage, LLC, and ETS Services, LLC. Such expenses and indemnification obligations continue to accrue.

4. As of March 29, 2012, the Subject Property was sold in the amount of \$1,075,000.00. MLS number is 81204251.

D. Miscellaneous

1. By executing and filing this Proof of Claim, Claimants/ Plaintiffs does not waive any right to any security or any right or rights with respect to any claim that Claimants/Plaintiffs has.
2. To the knowledge of the signatory hereto, the claim are not subject to any set off or counterclaims, and no judgment has been rendered on this claim.
3. Claimant/Plaintiffs reserves its right to amend and/or supplement this Proof of Claim and to assert any and all other claims of whatever kind or nature that it has, or may have, that come to Claimants/Plaintiffs attention or arises after the filing of this Proof of Claim. The filing of this Proof of Claim shall not be deemed a waiver of any such claims or rights.
4. Nothing contained in this Proof of Claim shall be deemed or construed as:
  - (a) A waiver of, or other limitation on, any right or remedies of Claimant/Plaintiffs.
  - (b) A consent by Claimants/Plaintiffs to this jurisdiction of the Court or any other court in respect to proceedings, if any.
  - (c) A waiver or release of, or any limitation on Claimants/Plaintiffs right to trial by jury in the Court or any court in any proceeding.
  - (d) A waiver or release of, or any other limitation on, Claimant/Plaintiffs' right to seek a withdrawal of the reference with respect to any matter, including any matter relating to this Proof of Claim or
  - (e) A waiver or release of, or any other limitation on claimants/Plaintiffs right to assert that any portion of the claim asserted herein are entitled to treatment as priority claims, including under Section 503(b) and Section 507(a)(1) of the bankruptcy code.

**ATTACHMENT 2**

**TOTAL ITEM BREAKDOWN**

1.	Value of Real Estate Property -	\$1,075,00.00
2.	Legal Expenses incurred during the pending case:	
a.	Court expenses -	\$2,000.00
b.	Shipping and Positing -	\$500.00
c.	Processing Cost -	\$500.00
d.	Others Misc. –	\$6700.00
	Totals	\$10,000.00
	Totals	\$ 1,085,000.00

**EXHIBIT “ A ”**

(ENDORSED)  
**FILED**  
SAN MATEO COUNTY

FEB - 2 2011

Clerk of the Superior Court  
By G. Lacey  
DEPUTY CLERK

FERMIN SOLIS ANIEL -IN PRO SE-  
ERLINDA ABIBAS ANIEL  
75 Tobin Clark Drive  
Hillsborough, CA 94010  
Phone: (650) 284 - 6417  
Fax: (650) 571-582

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN MATEO

**CIV 502857**

FERMIN SOLIS ANIEL, an individual;  
ERLINDA ABIBAS ANIEL, an individual;

Plaintiffs,

v.

ETS SERVICES, LLC, a Limited Liability  
Company; GMAC MORTGAGE, LLC F/K/A  
GMAC MORTGAGE CORPORATION AND  
GMAC MORTGAGE; HSBC BANK, U.S.A.  
as Trustee for DALT 2007-AO3;  
MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.; PITE  
DUNCAN, LLP; AND DOES 1-50 inclusive

Defendants

Case No.:

**VERIFIED COMPLAINT FOR:**

- (1) VIOLATION OF THE  
CALIFORNIA ROSENTHAL ACT
- (2) FRAUD (MISREPRESENTATION)
- (3) WRONGFUL FORECLOSURE
- (4) UNFAIR COMPETITION LAW  
(Cal. Bus. & Prof. Code § 17200 et  
seq.)
- (5) REQUEST FOR INJUNCTIVE  
RELIEF
- (6) QUIET TITLE

**DEMAND FOR JURY TRIAL**

**UNLIMITED CIVIL CASE (Exceeds  
\$25,000)**

By this Complaint, Plaintiffs Erlinda Abibas Aniel, and Fermin Solis Aniel, (collectively "Plaintiffs") does hereby allege for causes of action against Defendants GMAC MORTGAGE, LLC F/K/A as GMAC Mortgage and GMAC Mortgage Corporation ("GMAC"); ETS SERVICES, LLC ("ETS"); Mortgage Electronic Registration Systems, Inc., ("MERS"); HSBC BANK U.S.A. as TRUSTEE for DALT 2007-A03 ("HSBC"); PITE DUNCAN, LLP ("Pite Duncan"); and DOES 1-50 inclusive plaintiffs (collectively "Defendants") states, alleges, and avers that the following allegations and other factual

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Fermin Solis Aniel and Erlinda Abibas Aniel -Pro Se- 75 Tobin Clark Dr. Hillsborough, CA 94010		<b>RECEIVED</b>  <b>FEB - 2 2011</b>  CLERK OF THE SUPERIOR COURT SAN MATEO COUNTY
TELEPHONE NO.: 650-284-6417 ATTORNEY FOR (Name): Pro Se		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Mateo STREET ADDRESS: 400 County Center MAILING ADDRESS: 400 County Center CITY AND ZIP CODE: Redwood City, CA 94063 BRANCH NAME:		
CASE NAME: Fermin Solis Aniel et al. v. ETS Services, LLC et al.		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000)	<input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER: <b>CIV 502857</b> JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other P/PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/PI/PD/WD (23) <b>Non-P/PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input checked="" type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-P/PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
---	--	---

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☒ monetary   b. ☒ nonmonetary, declaratory or injunctive relief   c. ☒ punitive
4. Number of causes of action (specify): (6): Violation of CA Rosenthal Act, Fraud, Wrongful Foreclosure, etc.
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date:

Erlinda Abibas Aniel

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

1 contentions have evidentiary support or, where specifically identified as being pled "on  
2 information and belief" are likely to have evidentiary support after a reasonable opportunity for  
3 further investigation or discovery.

#### 4 NATURE OF THIS ACTION

5 1. This is an action for fraud, misrepresentation, violation of California Rosenthal  
6 Act, wrongful foreclosure, declaratory relief, quiet title, request for immediate injunction relief  
7 (TRO), and violations of California Civil Code § 2924 et seq., and unfair completion law  
8 California Business & Professional code § 17200 et seq., brought by Plaintiffs, the rightful  
9 owners of the real property, against all defendants, who lacks the standing to enforce  
10 Promissory Note and the Deed of Trust, which secures the Note, to foreclose on the Plaintiffs' property.

11 2. This action is also based on the fraudulent misrepresentations by all defendants  
12 namely: the fabricated and manufactured assignment of the deed signed by Jeffrey Stephan as  
13 Vice President of MERS, who admitted signing 10,000 foreclosure related documents a month  
14 in behalf of defendant GMAC without personal knowledge of the documents. Jeffrey Stephan  
15 is an employee of defendant GMAC. The assignment of deed was never notarized in front of  
16 Jeffrey Stephan, but instead GMAC used another department to handle the notarization of such  
17 an assignment of deed. Pite Duncan created the assignment of deed through GMAC referral  
18 unit. Defendant GMAC procedure to foreclose a property is to have the file referred to  
19 foreclosure attorney. Pite Duncan is the foreclosing attorney in behalf of HSBC and Pite  
20 Duncan is the one that identified HSBC as the secured creditor in assignment of deed executed  
21 by Jeffrey Stephan on May 26, 2009, notarized on the same date, and recorded on July 16,  
22 2009. Defendant MERS, as nominee under plaintiffs' deed of trust, connived with all the  
23 defendants in manufacturing the assignment of deed, and deliberately misled the plaintiffs into  
24 believing that HSBC was secured creditor when defendants knew this representation to be  
25 false. Defendants' conduct involved fraud, deceit, or reckless disregard of the statutory  
26 requirements that could result in substantial loss, or significant risk of substantial loss to  
27 plaintiffs through the creation of a false assignment of deed. Defendants committed these acts  
28 in order to identify the secured creditor or beneficiaries, which violated the Pooling Servicing



1 Agreement. Defendants made a fraudulent conveyance during Plaintiffs' bankruptcy. The  
2 subject property is part of plaintiffs' bankruptcy estates.

3 3. Defendants conduct involved fraud, deceit or deliberate or reckless disregard of  
4 property rights and statutory requirements and resulted to substantial loss, or significant risk of  
5 substantial loss to plaintiffs.

6 4. HSBC, in concert with MERS, willfully received the assignment of beneficial  
7 interest while plaintiffs were in bankruptcy on May 26, 2009.

8 5. Pite Duncan willfully prepared the assignment of deed on May 26, 2009 in  
9 concert with GMAC employee by the name of Jeffrey Stephan.

10 6. Pite Duncan willfully created the assignment of deed on May 26, 2009 and  
11 recorded on July 17, 2009, knowing that the plaintiffs had a pending Chapter 11 case in  
12 Bankruptcy Court as of February 25, 2009.

13 7. All the defendants were in concert to each other to defraud plaintiffs of their  
14 property rights and stealing the subject property for profits.

15 8. ETS willfully recorded a notice of trustee sale without recording a notice of  
16 default which violate the California Civil Code § 2924 et seq.

17 9. ETS willfully recorded notice of trustee sale, acting as a trustee without any  
18 evidence of recorded substitution of trustee, in violations of Cal Civ. Code § 2934.

19 10. GMAC is in concert with other defendants to create and manufactured these  
20 fraudulent documents in order to obtain a non-judicial foreclosure in California.

21 11. Pite Duncan falsely represented that assignment of deed assigned the beneficial  
22 interest to HSBC as trustee for DALT 2007-A03, there is no evidence that MortgageIT, the  
23 original lender, ever transferred the beneficial interest to HSBC, which was evidenced by Pite  
24 Duncan not attaching any endorsement of the Note in their objection to plaintiffs  
25 reorganization plan. MERS, as nominee of lender MortgageIt, is not authorized to assign any  
26 assignment of deed because MERS is only an agent of lender MortgageIT. MERS' function is  
27 only a mortgagee of record. Even if MERS could prove that it has authorization to assign or  
28 transfer beneficiaries, MERS could be liable for violation of Cal. Civ. Code § 1095.

12. HSBC did not file any Proof of Claim in the bankruptcy Court as a secured creditor of plaintiffs' deed of trust and promissory note.

13. Defendants, while acting as beneficiaries, lenders and trustees, by use of the mail, and the means and instrumentalities of interstate commerce, directly or indirectly, engaged in acts practices or courses of business, which were fraudulent, deceptive, or manipulative. Defendants made untrue statements of material fact or omitted to state a material fact necessary to make the statement made, in the light of the circumstances under which they were made.

14. Defendants engaged in acts, practices or courses of business that were fraudulent, deceptive or manipulative with respect to the Defendants foreclosing on plaintiffs property. And unless enjoined, Defendants will continue to commit fraud and violate California Foreclosure Laws.

15. Defendants conducts could create a big havoc for plaintiffs' chain of title and would create a cloud of title on plaintiffs' property.

16. Plaintiffs are entitled to Quiet Title against defendants because plaintiffs have claim ownership of the subject property at 801 Foothill Drive, San Mateo, California, 94402.

#### **PARTIES**

17. Plaintiffs' property is located at 801 FOOTHILL DRIVE, SAN MATEO, CA 94402 ("Property"). Legal description:

THE LAND REFERRED TO HEREIN BELOW IS  
SITUATED IN THE CITY OF SAN MATEO, COUNTY OF  
SAN MATEO, STATE OF CALIFORNIA, AND IS  
DESCRIBED AS FOLLOWS:

LOT 11, BLOCK 3, AS SHOWN ON THAT  
CERTAIN MAP ENTITLED "FOOTHILL TERRACE"  
FILED IN THE OFFICE OF THE RECORDER ON JUNE 10,  
1946 IN BOOK 25 AT PAGE (S) 59.

JPN: 034-031-312-03

APN: 034-312-030

1 18. Plaintiffs are informed, believe, and allege that Defendant Pite Duncan is a law  
2 firm "debt collector" whose main purpose is to create and manufactured an assignment of deed  
3 and have Jeffrey Stephan executed the fraudulent assignment of deed of trust in concert with  
4 MERS, GMAC, HSBC, and ETS to commit the fraud. Defendant Pite Duncan is a debt  
5 collector law firm and a limited liability partnership with its principal office in San Diego,  
6 California. Pite Duncan represented to the Bankruptcy Court that they were the attorneys for  
7 secured creditor HSBC.

8 19. Defendant MERS is a separate corporation that is acting solely as a nominee  
9 for lender and lender's successors and assigns. MERS is the beneficiary under this Security  
10 Instrument of Plaintiffs deed of trust. MERS is "mortgagee of records" who keeps track of all  
11 beneficiaries. MERS is a confidential computer registry utilized by Lenders to list and trade  
12 mortgage loans on the secondary market while avoiding the legal requisites of recording  
13 conveyance of said loans and deed of trust. Rather Defendant MERS is simply a shell  
14 designed to obscure the identity of the true holder of the note. MERS is responsible for  
15 creating thousand of fabricated and bogus assignment of deed allowing third parties to do the  
16 dirty work for MERS.

17 20. Plaintiffs are informed, believe, and allege that Defendant ETS is a purported  
18 foreclosure trustee and is a debt collector whose main purpose is to foreclose on Plaintiffs'  
19 property and collect the debt by violating California foreclosure law. ETS is an affiliate of  
20 GMAC under the name of Executive Trust Services dba: ETS Services, LLC at 2255 North  
21 Ontario Street, Suite 400, Burbank California 91504-3120.

22 21. Defendant GMAC Mortgage, LLC F/K/A, GMAC MORTGAGE and GMAC  
23 MORTGAGE CORPORATION, based in Pennsylvania, is a loan servicer for plaintiffs'  
24 mortgage or a bill collector. When plaintiffs defaulted on a loan, GMAC became a debt  
25 collector and hired third parties vendors such as law firm debt collectors and debt collector  
26 companies such as ETS, who represented to be trustee on plaintiffs' deed of trust when it  
27 failed to collect a defaulted amount.

28 22. Defendant HSBC is the alleged Beneficiary of the Deed of Trust and new  
Lender under the Promissory Note by way of a fabricated and manufactured assignment of

1 deed created by Pite Duncan and executed by the infamous robo-signer, Jeffrey Stephan, an  
2 alleged vice president of MERS, which is false because Jeffrey Stephan is an employee of  
3 GMAC. Plaintiffs believe that this is a securitized Trust and Plaintiffs' loan is one of many  
4 loans within this securitized trust.

5 23. Defendants sued as DOES 1 through 50 are presently unknown to Plaintiffs  
6 and Plaintiffs therefore uses these fictitious names pursuant to Code of Civil Procedure §  
7 474, on information and belief, each of the fictitious named Defendant is responsible for the  
8 event and happenings recited in this Complaint, Plaintiffs will amend this complaint upon  
9 ascertaining the identities and capacities of the Doe Defendants.

10 24. On information and belief, each of the Defendants is and at all relevant times  
11 were, the agent, servant, employee or representative of each remaining Defendants. On  
12 further information and belief, each of each Defendant, in doing the things alleged, was  
13 acting within the course and scope of his/her or its authority as an agent, servant, employee  
14 and/or representative of the remaining Defendant with the knowledge, permission, consent,  
15 authorization and/or subsequent ratification of the remaining Defendants.

### 16 JURISDICTION AND VENUE

17 25. This Court has subject matter jurisdiction of this action. The Superior Court is  
18 a court of general jurisdiction. See Cal. Civ. Pro. §410.10. Plaintiffs seek damages under the  
19 California Rosenthal Act, Fraud. Misrepresentation, violation of Ca. Civ. Code § 2924 et  
20 seq., wrongful foreclosure and unfair competition law, (Cal. Bus. & Prof. Code § 17200 et  
21 seq.). Plaintiffs also seek declaratory judgment, temporary restraining order, permanent  
22 injunction, and quiet title.

23 26. All of the Defendants have conducted business in the State of California,  
24 which included, among others, recording documents and pursuing a non-judicial foreclosure  
25 in this County.

26 27. Venue is proper is this County because Defendants violated laws in this State  
27 of California that involve real property located in this County. See Cal. Civ. Pro. §395(a).

28 28. Declaratory relief is available pursuant to Cal. Civ. Pro. §1060.

### FACTUAL ALLEGATIONS

**Inception of the Plaintiffs' Loan**

29. On or around March 22, 2007, Raul Estiva and Corazon Estiva, (non-parties to this action) signed a Deed of Trust. That Deed of Trust was recorded on April 03, 2007, in the County of Recorders Office in San Mateo. See Exhibit "A".

30. Under the Deed of Trust, the Original Lender was MortgageIT, Inc.

31. Under the Deed of Trust, MERS, is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under the security instrument.

32. Plaintiffs allege and believe that MortgageIT has been dissolved.

33. Under the promissory note, MortgageIT is the lender.

**Notice of Default**

34. On December 17, 2008, ETS recorded a Notice of Default in San Mateo County Recorder's office. See Exhibit "B". The documents stated that "to find out the amount you must pay, or arrange to pay for payment to stop foreclosure, or your property is in foreclosure for any reason, contact Mortgage Electronic Registration Systems, Inc.

C/O ETS Services, LLC

2255 North Ontario Street Suite 400

Burbank, California 91504-3120

(818) 280-1800"

ETS claimed to act as an AGENT for Beneficiary. Neda Cayco, a Trustee Sale Officer, signed the Notice of Default. During this period of time, ETS had no evidence that ETS was in fact a trustee or an agent of beneficiary of MERS. ETS did not disclose that ETS was a debt collector attempting to collect a debt.

35. On February 25, 2009, plaintiffs filed a voluntary bankruptcy under Chapter 11. Plaintiffs owned a 50% interest of the subject property as disclosed on their Amended Schedule A-Real Property in the bankruptcy forms. Plaintiffs Chapter 11 converted to Chapter 7 on August 4, 2010 and plaintiffs were discharged on December 2, 2010. Bankruptcy trustee abandon plaintiffs' property on subject property on November 2, 2010. Plaintiffs had 50%

1 interest on the property with Raul Estiva (now deceased) and Corazon Estiva. Raul Estiva was  
2 the one who took out the refinancing of the loan in 2007 with MortgageIT, Inc., which has  
3 been dissolved. Although plaintiffs' names were not on the deed, plaintiffs paid the regular  
4 payments of the mortgage to GMAC, who is a loan servicer/bill collector. Plaintiffs disclosed  
5 this property in their income tax return. Plaintiffs maintained the property and paid for the  
6 mortgages, hazard insurance, and property taxes. By late 2008, the mortgage payment  
7 increased tremendously and the rent cannot sustain the mortgage payment. Since plaintiffs  
8 have a 50% interest in the property, plaintiffs filed this action against all the defendants.

9 36. The assignment of deed transferring all beneficial interest to defendant HSBC  
10 by MERS was in violation of the automatic stay because plaintiffs were still in bankruptcy at  
11 the time the assignment of deed were executed and recorded. HSBC never request a motion  
12 for relief from the automatic stay and only objected to plaintiffs' reorganization plan, which  
13 Pite Duncan submitted on July 28, 2010. HSBC did not file any proof of claim in the  
14 bankruptcy court neither proof of any chain of title to perfect the lien.

15 37. On July 28, 2010, Pite Duncan filed an objection to plaintiffs reorganization  
16 plan and attached to its object: a promissory note, a deed of trust, an assignment of deed of  
17 trust signed by robo-signer Jeffrey Stephan, and Broker Price Opinion. Pite Duncan's version  
18 of the promissory note intentionally deleted the original loan numbers and the MERS MIN  
19 numbers. Pite Duncan attempted to hide the true identity of all the investors, who bought the  
20 promissory note. By hiding the identity of all the investors, the promissory note could be sold  
21 and resold numerous times. In other words, if borrowers owe one million dollars on a note,  
22 that million dollars note would be sold numerous times resulting in a big profit for lenders.  
23 Plaintiffs' loan is under a securitized mortgages as Pite Duncan asserted that the secured  
24 creditor is HSBC, who were in concert with all defendants to have Jeffrey Stephan, without  
25 personal knowledge, execute the fabricated and manufactured assignment of deed and have it  
26 acknowledged by a notary in the same office without the presence of Jeffrey Stephan.

#### 26 **Assignment of the Deed of Trust**

27 38. On May 26, 2009, Pite Duncan manufactured an assignment of deed, which was  
28 signed by Jeffrey Stephan, an infamous robo-signer, who executed the document as a MERS

1 vice president and acknowledged the document by a notary public by the name of Thomas P.  
2 Strain. See Exhibit "C". The assignment of deed was recorded by First American Title  
3 Company as an accommodation only that certain assignment of deed be mail to Pite Duncan at  
4 4375 Jutland Drive P.O. Box 17933 San Diego, California 92117-0933, and recorded on July  
5 16, 2009.

6 39. On May 26, 2009, MERS, without authority, executed and acknowledged an  
7 assignment of deed through GMAC employee Jeffrey Stephan who signed under MERS as  
8 vice president. See Exhibit "D", Jeffrey Stephan deposition.

9 **Substitution of Trustee**

10 40. The original trustee under the deed of trust is Fidelity National Title. None of  
11 the defendants have any evidence that they have powers as a trustee under the deed of trust to  
12 conduct a foreclosure sale.

13 **Notice of Trustee Sale**

14 41. On December 28, 2010, ETS executed a NOTICE OF TRUSTEE SALE and  
15 recorded the document on December 31, 2010. ETS scheduled to have the subject property to  
16 be auctioned January 27, 2011. See Exhibit "E".

17 42. On January 26, 2011, plaintiffs were only aware of the impending trustee sale  
18 through their tenants.

19 43. On January 27, 2011, plaintiffs attended the auction sale but the sale was  
20 postponed to February 9, 2011.

21 44. Plaintiffs assert that there is no substitution of trustee ever recorded in the  
22 County San Mateo authorizing ETS to conduct the trustee sale or authorizing as a legal trustee.

23 45. ETS hurriedly recorded a Notice of Trustee Sale in order to profit from an  
24 illegal foreclosure. ETS has no evidence that ETS is a trustee under the deed of trust. The  
25 original trustee under the deed is Fidelity National Title. There is no evidence in the County of  
26 Recorder's Office in San Mateo that the beneficiaries under the deed recorded a substitution of  
27 trustee. Even if ETS could provide that evidence of a recorded substituted trustee, it has to  
28 comply with Cal Civ. Code § 2924 et seq. in order to do non-judicial foreclosure in California.  
ETS did not record a Notice of Default prior to recording a Notice of Trustee Sale. ETS failed

1 to comply with California Civil Code § 2924 et seq. Therefore, the notice of trustee sale is null  
2 and void and has no legal effect as a matter of law. There is no evidence of recorded  
3 substitution of trustee and notice of default ever recorded by defendant ETS in the County of  
4 San Mateo where the property is located. The 2008 notice of default that was recorded has  
5 been expired and did not meet the timeline of California foreclosure procedures.

6 46. Plaintiffs were injured in fact and lost money or property as a result of these  
7 unlawful, unfair fraudulent business practices.

8 **MERS' Disclosure on Investor of Plaintiffs' Loan**

9 47. On June 16, 2010, MERS' Servicer ID disclosure stated that the investor is  
10 HSBC Bank, USA as Trustee. However, it did not disclose specifically which Trust was  
11 HSBC as trustee for? MERS disclosure mislead plaintiffs in discovering the real investor of  
12 this complex security mortgages. See Exhibit "F". How did Pite Duncan arrive into conclusion  
13 that the trust was under DALT 2007-A03 when MERS' disclosure did not identify the name of  
14 the TRUST themselves?

15 48. Defendant HSBC as Trustee on information and belief handles many Trusts and  
16 that all the Defendants in this action are in concert with one another to defraud Plaintiffs in  
17 order to foreclose Plaintiffs property.

18 **Pite Duncan's Role in Plaintiffs' Loan.**

19 49. Pite Duncan, claiming to be hired by the secured creditor HSBC submitted an  
20 objection to plaintiffs bankruptcy reorganization plan on July 28, 2010. There is no proof  
21 that this debt collectors law firm Pite Duncan was ever hired by HSBC as secured creditor.  
22 How could a competent law firm file an objection to plaintiffs reorganization plan when there  
23 is no Proof of Claim filed in the bankruptcy court in order to perfect the lien?

24 **FIRST CAUSE OF ACTION**

25 **VIOLATION OF CALIFORNIA ROSENTHAL ACT**

26 **(As Against ETS, GMAC, HSBC, PITE DUNCAN)**

27 50. Plaintiffs incorporate by reference paragraphs 1-49 each and every allegation  
28 set forth above and herein.



51. To establish a violation of the California Rosenthal Act:

(1) the plaintiff is any natural person who is harmed by violations of the California Rosenthal Act. Cal Civ. Code § 1788.2(g)

(2) involves a "debt", which means money, property or their equivalent which is due or owing or alleged to be due or owing from a natural person to another person. Cal Civ. Code § 1788.2(d)

(3) defendants were "debt collector", engaging in "debt collection" practices under the Rosenthal Fair Debt Collection Practices Act ("the Rosenthal Act), Cal. Civ. Code section 1788.2(c), on which is "any person who, in the ordinary course of business, regularly, on behalf of himself or herself or others, engages in debt collection." Cal Civ. Code § 1788.2(c).

(4) the defendant has violated, by act or omission, a provision of the California Rosenthal Act.

52. Plaintiffs allege that Defendants are debt collectors under the definition of the California Rosenthal Act in that they regularly, in the course of their business, on behalf of themselves or others, engage in the collection of debt. ETS is a debt collector and failed to disclose that ETS is a debt collector attempting to collect a debt. GMAC is a debt collector because it attempted to collect money on a defaulted loan and participated in the executing of documents to collect on that debt. Pite Duncan is a debt collecting law firm because its principal business is to collect debts on defaulted mortgage loans. HSBC is a debt collector when it attempted to gain beneficial interest in a defaulted loan.

53. Defendants violated the Act when in attempting to collect the debt by using false, deceptive and misleading statement in connection with their collection of Plaintiffs mortgage debt as alleged herein Cal Civ. Code section 1788.17, incorporating 15 U.S.C.A. section 1692e.

a. misrepresented to Plaintiffs who the true owner of the Note and the Deed. This is a violation of Cal Civ. Code §§ 1788.13(i), (k) and (l). Because, for reasons stated above, this action violates the FDCPA, this is also a violation of Cal Civ Code § 1788.17, incorporating 15 U.S.C.A. section 1692e.

1 b. claimed an interest in the DEED through a fraudulent assignment of  
2 the Deed of Trust. This is a violation of Cal Civ. Code §§ 1788.13(i), (k) and (l). Because,  
3 for reasons stated above, this action violates the FDCPA, this is also a violation of Cal Civ  
4 Code § 1788.17.;

5 c. submitted fraudulent, fabricated and bogus assignment of deed This  
6 is a violation of Cal Civ. Code §§ 1788.13(i), (k) and (l). Because, for reasons stated above,  
7 this action violates the FDCPA, this is also a violation of Cal Civ Code § 1788.17;

8 d. Inflated amount of a debt, fraudulent, and false charges, which they  
9 cannot explain. This is a violation of Cal Civ. Code §§ 1788.13(i), (k) and (l). Because, for  
10 reasons stated above, this action violates the FDCPA, this is also a violation of Cal Civ Code  
11 § 1788.17

12 e. Attempting to foreclose on the property without any evidence or chain  
13 of title that the Defendants had any interest in the promissory note and the deed of trust. This  
14 is a violation of Cal Civ. Code §§ 1788.13(i), (k) and (l). Because, for reasons stated above,  
15 this action violates the FDCPA, this is also a violation of Cal Civ Code § 1788.17.

16 f. Defendant ETS made false and misleading statement to plaintiffs that  
17 ETS is a trustee under then deed of trust, the fact is the original trustee of plaintiff deed is  
18 Fidelity National Title.

19 54. Defendants' actions have caused Plaintiff actual damages, including, but not  
20 limited to, severe emotional distress, their marriage, frustration, anger, anxiety, sleeplessness,  
21 sadness and depression.

## 22 SECOND CAUSE OF ACTION

### 23 FRAUD

#### 24 (As Against All Defendants)

25 55. Plaintiffs incorporate by reference paragraphs 1-55 each and every allegation  
26 set forth above and herein.

27 56. Plaintiffs allege that the Defendants made false representations to the  
28 Plaintiffs regarding material facts, including but not limited to, the true owner and holder of

1 the NOTE and DEED, true agents of the creditors, transfers of the deed of trust, notice of  
2 default, and notice of trustee sale.

3 57. Plaintiffs relied on these representations of the owner, beneficiary, and  
4 servicer of the loan, which cause the debt to rise on their property and now face losing the  
5 property to a wrongful foreclosure.

6 58. Plaintiffs argue that all of the Defendants misrepresented to Plaintiffs the true  
7 owner of the loan and to whom Plaintiffs' are indebted to, by assigning the debt to HSBC.  
8 Plaintiffs, who denied they even owe money to these entities, could not possibly owe money to  
9 HSBC. Jeffrey Stephan, an infamous robo-signer, who is working with GMAC, pretending to  
10 act as vice president of MERS, signed the assignment of deed. Jeffery Stephan is not a vice  
11 president of MERS, had no authorization to execute an assignment of deed, and falsely  
12 executed the assignment of beneficial interest in the Plaintiffs' deed. This misrepresentation  
13 by defendants constitutes a fraud.

14 59. Defendants conspired with each other by representing that Jeffrey Stephan is the  
15 vice president of MERS, which is false. Jeffrey Stephan is an employee of GMAC.

16 60. A misrepresentation is fraudulent if the maker (1) knows or believes that the  
17 matter is not as he represents it to be, (2) does not have the confidence in the accuracy of his  
18 representation that he states or implied, and (3) knows that he does not have the basis for his  
19 representation that he states or implied.

20 61. Pite Duncan committed "fraud upon the court" by filing an objection to  
21 plaintiffs reorganization plan by stating that HSBC is the secured creditor when there is no  
22 evidence to prove the HSBC was the secured creditor. Pite Duncan knowingly relied on false  
23 information, like the assignment of the deed, in claiming HSBC was the secured creditor of  
24 plaintiffs loan.

25 62. Pite Duncan violated the Trust by not complying with Pooling & Servicing  
26 Agreement ("PSA") of the Trust, which must comply with its agreement on how to transfer the  
27 loan so investors will not be subjected to Internal Revenue Services.

28 63. Plaintiffs relied on these misrepresentations when Plaintiffs filed for bankruptcy

1 in order to stop the foreclosure sale. Plaintiffs relied on Defendants' misrepresentations about  
2 the owner of the loan during Plaintiffs' bankruptcy proceeding while Plaintiffs were  
3 reorganizing their Chapter 11 Plan. Defendants' misrepresentations adversely affected  
4 Plaintiffs' reorganization efforts. The truth is that Defendants never intended to give Plaintiffs  
5 an opportunity to reorganize their Plan because these Defendants were in cohort by creating a  
6 false and manufactured assignment of deed in order to collect a debt through the non-judicial  
7 foreclosure process.

8 64. ETS knowingly filed a notice of trustee sale without filing a notice of default.

9  
10 65. ETS knowingly claimed to be the trustee without any recorded substitution of  
11 trustee. The original Trustee under the deed is Fidelity National Title.

12 66. This misrepresentation allowed ETS to continue with the foreclosure for non-  
13 compliance of Ca. Civil Code 2924 et seq.

14 **THIRD CAUSE OF ACTION**

15 **WRONGFUL FORECLOSURE UNDER CAL CIV CODE §§ 2924a, 2934a**

16 **(As Against ETS, GMAC, HSBC, Pite Duncan, and MERS)**

17 67. Plaintiffs incorporate by reference paragraphs 1-66 each and every allegation set  
18 forth above and herein.

19 66. Defendants recorded bogus assignments of Deed, executed by Jeffrey Stephan.  
20 This assignment of the deed was an attempt to allow HSBC and ETS to foreclose the property  
21 regardless of the fact they were not the original beneficiary and trustee of the deed.

22 67. Defendant ETS claiming to be the foreclosing trustee, was not authorized to act  
23 as trustee at the time that it filed the Notice of Trustee Sale on the subject property. This is  
24 violation of Cal Civ. Pro § 2934a(a)(1).

25 68. In order to initiate a non-judicial foreclosure in the State of California, trustees  
26 should comply with Ca. Civ. Code § 2924, § 2934(a)(1). Only the beneficiary under the Deed  
27 of Trust may execute a substitution of trustee. Recorded substitution of trustee becomes  
28

1 effective and Notice of Default will be recorded after the recording a substitution of trustee.  
2 See Cal Civ. Code § 2924a-2934a.

3 In addition according to Fannie Mae Release 98-06:

4 A trustee that is not the original named in the mortgage documents must not  
5 submit the "notice of default" for recordation in connection with a non-judicial  
6 foreclosure of a California property until after a "substitution of trustee" has  
7 been recorded...If the "notice of default" names the new trustee, that trustee is  
8 acting without power because under § 2934a of the California Civil Code it is  
9 the filing of "substitution of trustee" that provides authority to the new trustee.  
10 When a "substitution of trustee" is required in connection with non-judicial  
11 foreclosures in California, a servicer should make sure that the trustees it uses  
12 has the "substitution of trustee" recorded before the "notice of default" is  
13 recorded.

14 69. In the instant case, the Notice of Trustee Sale was recorded on December 31,  
15 2010, without first filing the Notice of Default. Then ETS made a fatal mistake in claiming to  
16 act as a trustee without a recorded substitution of trustee. Therefore, for that reason as well,  
17 the notice of trustee sale is of no legal effect and the foreclosure cannot lawfully occur as a  
18 result of this defect.

19 70. Plaintiffs believe that their loan mortgage has been securitized and sold to  
20 different investors and that the investors for refinancing Plaintiffs property have satisfied the  
21 original lender MortgageIT.

22 71. MERS had no authority to assign the deed to HSBC as Trustee for DALT 2007-  
23 A03, MERS as nominee for MortgageIT have no evidence to prove it act in behalf of  
24 MortgageIT. MortgageIT has been dissolved prior to MERS transferring all the beneficial  
25 interest to HSBC under plaintiffs deed of trust. MERS does not have any beneficial interest in  
26 the promissory note.

27 72. For these reasons, Defendants did not properly follow the procedures set in Cal.  
28 Civ. Code 2924a. Therefore, all previous actions and future actions are VOID.

**FOURTH CAUSE OF ACTION**  
**UNLAWFUL BUSINESS PRACTICES**  
**(Against all Defendants)**

73. Plaintiffs incorporate by reference paragraphs 1-72 each and every allegation set forth above and herein.

74. Plaintiff is informed and believes, and on that basis alleges, that Defendants have been engaged in, and continues to engage in, numerous acts and/or a pattern and practice of unfair competition within the State of California in violation of Business and Professions Code § 17200 et seq., proscribing deceptive business practices. Defendants undertook in the unfair and unlawful business practices in their dealing with the Plaintiffs engaging in the following acts:

a. Pite Duncan knowingly representing to the Plaintiffs that HSBC was the secured creditor by a way of a fraudulent assignment of the deed of trust. Pite Duncan requested and created the fraudulent assignment of the deed, which they recorded in the County of San Mateo.

b. GMAC knowingly allowed its employees at the time of the commission of the fraud, on MAY 26, 2009, Jeffrey Stephan executed an assignment of the deed of trust without any personal knowledge or authorization by MERS to sign such a document on MERS' behalf and acknowledged by a notary public by the name of Thomas P. Strain.

c. MERS, without any authority of authorization by its principal, MortgageIT, used a GMAC employee, Jeffery Stephan, to pretend to act as a vice president of MERS in executing an assignment of the deed of trust.

d. HSBC unjustly received beneficial interest in the deed of trust without any endorsement or possession of the original promissory note.

e. ETS wrongfully claims to act as the foreclosing trustee on the subject property without providing any evidence of a recorded substitution of trustee, a necessary document in order for ETS to attempt to conduct a trustee sale.

1 75. The above-described unlawful, unfair, negligent and fraudulent business  
2 practices are an ongoing threat of injury to the Plaintiffs and the general public. Plaintiffs and  
3 the general public continue to be financially harmed by such conduct and, unless restrained,  
4 Defendant will continue to engage in such conduct.

5 76. Pursuant to California Business and Professions Code § 17203, Plaintiffs are  
6 entitled to an order of this Court enjoining defendants from continuing to engage in unfair  
7 competition, as defined in Business and Professions Code § 17200, in the State of California.  
8 Plaintiffs and the general public will be irreparably harmed if such an order is not granted.

9 77. Defendants have been unjustly enriched at the expense of the Plaintiffs who  
10 therefore are entitled to equitable restitution and disgorgement of profits realized by  
11 Defendants in attempting to foreclose Plaintiffs' real property.

12 **FIFTH CAUSE OF ACTION**  
13 **REQUEST FOR INJUNCTIVE RELIEF**

14 **(As to All Defendants)**

15 78. Plaintiffs incorporate by reference paragraphs 1-77 each and every allegation  
16 set forth above and herein.

17 **INJUNCTION IS PROPER**

18 79. INJUNCTIVE RELIEF IS NECESSARY AND APPROPRIATE because all the  
19 documents were procured through means of misrepresentation, knowledge of falsity, and  
20 intended to defraud Plaintiffs, which violates Cal Civ. Code §§ 2924 et seq. and 2934a, violates  
21 the California Rosenthal Act, and constitutes Fraud.

22 **General Standard For Granting Preliminary Injunction**

23 80. The general test for determining whether the moving party is entitled to a  
24 preliminary injunction is either a combination of (1) probable success on the merits and the  
25 possibility of irreparable injury without such injunction, or (2) that serious questions are raised  
26 and the balance of the hardship tips sharply in the moving party's favor. *California Cedar*  
27 *products Co. v. Pine Mountain Corp.*, 724 F.2d 827, 830 (9th Cir. 1984); *Universal Life*  
28

1 *Church, Inc. v. State* (1984) 158, Cal. App.3d 533, 536 (“a preliminary injunction may be  
2 granted when the party seeking relief is likely to succeed on the merits of the action, or will  
3 suffer irreparable injury if an injunction is not granted”); Code of Civil Proc. § 526. In general,  
4 in order to obtain the equitable relief of an injunction, the Plaintiffs must show a significant  
5 threat of “irreparable injury” and that legal remedies are “inadequate”. The greater the relative  
6 hardship to the moving party, the less probability of success must be shown. *Arcamuzi v.*  
7 *Continental Airlines, Inc.*, 819 F.2d 935,937 (9th Cir. 1987); *First Brands Corp. v. Fred*  
8 *Meyer, Inc.*, 809 F.2d 1378, 1381 (9th Cir. 1987).

9 **There Is A Strong Likelihood that Plaintiffs Will Prevail On The Merits**

10 81. Plaintiffs are able to present serious questions on the merits. Defendants are in  
11 violation of California Civil Code §§ 2934, 2924 et seq. Under Cal Civil code § 2924, only the  
12 trustee, mortgagee, or beneficiary, or any of their authorized agents may file and record a  
13 Notice of Default. ETS filed and recorded a Notice of Default on December 17, 2008, twenty-  
14 four months after Notice of Trustee Sale was recorded on December 31, 2010.

15 82. Therefore, “...without a valid notice of default, a foreclosure sale cannot  
16 proceed...[t]he available, existing remedy is found in the ability of a court in section 2924g,  
17 subdivision (c)(1)(A), to postpone the sale until there has been compliance with section  
18 2923.5.” *Mabry v. Superior Court*, 185 Cal. App. 4th 208 at 223.

19 83. ETS claims to be acting as the Trustee. However, there is no substitution of  
20 trustee recorded that substituted ETS as trustee. Under § 2934a(a)(1), “The trustee under a  
21 trust deed...may be substituted by the **recording** in the county in which the property is located  
22 of a substitution **executed and acknowledged** by (A) all the beneficiaries under the deed of  
23 trust. (2) A substitution executed pursuant to subparagraph (B) of paragraph (1) is not  
24 effective unless all the parties signing the substitution sign, under penalty of perjury, a separate  
25 written document. ETS has no evidence of executed and recorded Substitution of Trustee.  
26 Therefore, ETS has no authority to conduct a trustee sale of the property.

27 84. Also, only the beneficiaries under the deed of trust may substitute the trustee.  
28 See Cal. Civ. Code § 2934a(a)(1)(a). HSBC’s only became the beneficiary under the Deed of



1 Trust through a fraudulent assignment of deed of trust, executed by Jeffery Stephan, who was  
2 never a MERS employee. Even if the assignment of the deed of trust were valid, HSBC never  
3 substituted the original trustee with ETS. Therefore, ETS lacks authority to conduct a trustee  
4 sale.

5 85. ETS committed many violations against the Plaintiffs. Plaintiffs are able to  
6 present serious allegations that have merit against the Defendants, which are likely to succeed  
7 in those claims.

8 **Equity Support the Issuance of An Injunction**

9 86. The principles of equity apply to a foreclosure sale. Equity does not allow one  
10 to take advantage of his own wrong nor will it assist in perpetration of fraud on another or the  
11 public. Courts can set aside a foreclosure sale when there has been fraud, when the sale has  
12 been improperly, unfairly, or unlawfully conducted, or when there has been such a mistakes  
13 that it would be inequitable to let it stand. See e.g. *Bank of America National Trust and Savings*  
14 *Ass'n v. Reidy* (1940) 15 Cal. 2d 243, 248; *Whitman v. Transtate Title Vo.* (1985) 165 Cal.  
15 App. 3d 312, 322-323.

16 87. With these equitable concepts in mind, it is clear from the evidence presented  
17 that Defendants were not authorized to record an assignment of deed of trust and notice of  
18 trustee sale in order to gain standing and be a real party in interest and to conduct a non-  
19 judicial foreclosure on Plaintiffs' property. Defendants failed to comply with California Civil  
20 Code §§ 2934(a)(1), (A), (B) and 2924 et seq. These failures and violations mandate that the  
21 subject foreclosure process does not meet the requirements of California non-judicial  
22 foreclosure. This foreclosure is, therefore, invalid, and an injunction preventing the  
23 foreclosure should be issued.

24 **The Relative Hardship Weigh Heavily For Plaintiffs**

25 88. In this matter, the relative hardship to Plaintiffs is losing their rental property to  
26 a pretender trustee, ETS, who did not comply with Ca. Civil Code 2924 et seq. by not filing a  
27 notice of default. Plaintiffs also stand to lose the property based on a Fraudulent Assignment  
28 of Deed from MERS, which was signed by infamous robo-signer Jeffrey Stephan, who had no

1 authority to signed in behalf of MERS. ETS and GMAC cannot proceed with a Trustee Sale.  
2 This represents an irreparable injury because Plaintiffs invested all their hard earned money on  
3 this rented property. However, these defendants did not contribute any penny towards the  
4 Plaintiffs' refinancing the property. Plaintiffs spent money to remodel the property in order for  
5 the tenants to live comfortably. The Defendants will get the Plaintiffs' property by using  
6 fabricated documents to profits on this foreclosure proceeding by getting the house for FREE.  
7 The loss of one's property due to foreclosure constitutes an irreparable injury. *Demarest v.*  
8 *Quick Loan Fund. Inc.* 2009 WL 9403377 (C.D. Cal.); *Wrobel v. S.L. Pope & Associates*, 2007  
9 WL 2345036 at 1 (S.D. Cal. 2007) ( "losing one's home through foreclosure is an irreparable  
10 injury"); *Bland v. Carone Family Trust*, 2007 WL 951344 at 2 (S.D. Cal. 2007). Numerous  
11 courts have found this inquiry enough by itself to mandate preliminary injunctive relief. See  
12 e.g. *Nichols v. Deutsche Bank National Trust Co.*, 2007 WL 4181111, at 2 (S. D. Cal. 2007);  
13 *United Church of Med. Ctr. v. Med. Ctr. Commo'n* (7th Cir. 1982) 689 F.2d 693, 701; *Johnson*  
14 *v. U.S Department of Agriculture*, supra at 789.

15 89. If Defendants are allowed to foreclose, Plaintiffs' tenants, who have five  
16 children, will be wrongfully displaced because of the Defendants' misconduct and Fraud.  
17 Plaintiffs' tenants will likely have a difficult time finding an alternative place to live. This  
18 would be a burden for the community as a whole especially for the City of San Mateo.

19 90. In contrast, Defendants suffer nothing by preserving the status quo and allowing  
20 Plaintiffs and their tenants to remain in the property until the matter is determined on the  
21 merits. Indeed, inasmuch as Plaintiffs tenants continue to occupy and maintain the property, its  
22 value will be preserved accordingly. In contrast, if the Plaintiffs property is foreclosed upon  
23 and left vacant-as thousand of other properties in our community have-it will likely fall into  
24 despair and decline in value.

25 **Exigent Circumstances Exist For TRO.**

26 91. As set forth above and in supporting Declarations, unless Defendants are  
27 immediately enjoined from conducting the trustee sale that is set for February 9, 2011,  
28 Plaintiffs will suffer immediate and irreparable damage in that Plaintiffs will lose their rental

1 property forever as a result of FRAUD.

2 **SIXTH CAUSE OF ACTION**

3 **QUIET TITLE**

4 **(As Against all Defendants)**

5 92. Plaintiffs incorporate by reference paragraphs 1-91 each and every allegation  
6 set forth above and herein.

7 93. Plaintiffs, at all times relevant herein, were the owner and/or entitled to  
8 possession of The Property along with the co-tenant/owners.

9 94. Plaintiffs are seeking to quiet title against Defendants' claim of right to  
10 foreclosure and own the property with the following LEGAL DESCRIPTION:

11 THE LAND REFERRED TO HEREIN BELOW IS  
12 SITUATED IN THE CITY OF SAN MATEO, COUNTY OF  
13 SAN MATEO, STATE OF CALIFORNIA, AND IS  
14 DESCRIBED AS FOLLOWS:

15 LOT 11, BLOCK 3, AS SHOWN ON THAT  
16 CERTAIN MAP ENTITLED "FOOTHILL TERRACE"  
17 FILED IN THE OFFICE OF THE RECORDER ON JUNE 10,  
18 1946 IN BOOK 25 AT PAGE (S) 59.

19 JPN: 034-031-312-03

20 APN: 034-312-030


21 **DEMAND FOR JURY TRIAL AND PRAYER FOR DAMAGE AND FOR RELIEF**

22 WHEREFORE, plaintiffs respectfully pray for this court to enter a judgment in favor  
23 of Plaintiffs on all causes of action against Defendants as follows:

- 24 1. That the foreclosure or attempted foreclosure of the subject property is  
25 deemed illegal and void and the same be immediately and permanently  
26 enjoined, and that Defendants are prevented from engaging in any sale,  
27 transfer, conveyance action or any conduct adverse to Plaintiff's interest  
28 therein;

2. That the action of all of the Defendants be determined to be unfair and deceptive practices in violation of California law and that this Court award all such relief to Plaintiffs as they may be entitled, including injunctive relief, treble damages and an award of cost;
3. For compensatory damages according to proof;
4. For punitive damages according to proof;
5. For an immediate, preliminary and permanent restraining order and injunction preventing Defendants or any of their agents or representative from taking any further action on the Subject Property.
6. For any other relief the Court may deem just and proper.

Dated: February 2, 2011

  
FERMIN SOLIS ANIEL  
PRO SE PLAINTIFF

Dated: February 2, 2011

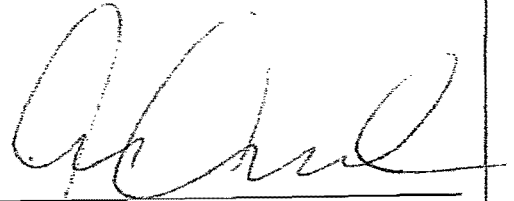
  
ERLINDA ABIBAS ANIEL  
PRO SE PLAINTIFF

Verification

The undersigned, for herself declares:

I am one of the Plaintiffs in the above-entitled action. I have read the forgoing complaint, filed on February 2, 2011, and know the contents thereof. With respect to the causes of action alleged by me, the same is true by my own knowledge, except as those matter which are therein stated on information and belief, and, as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the state of California, that the foregoing is true and correct.



ERLINDA ABIBAS ANIEL

**EXHIBIT “ B ”**

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA  
CASE NO. 50 2008 CA 040805XXXX MB

GMAC MORTGAGE, LLC,

Plaintiff,

-vs-

ANN M NEU A/K/A ANN MICHELLE  
PEREZ; DOUGLAS WILLIAM NEU;  
UNKNOWN TENANT (S) IN  
POSSESSION OF THE SUBJECT  
PROPERTY,

Defendants.

---

DEPOSITION OF JEFFREY STEPHAN

Thursday, December 10, 2009  
1:00 p.m. - 2:30 p.m.

Consor & Associates  
1655 Palm Beach Lakes Blvd., Ste. 500  
West Palm Beach, Florida 33401

Reported By:

Jamie Reynolds Bentley, Court Reporter  
Notary Public, State of Florida  
Consor & Associates  
1655 Palm Beach Lakes Blvd., Suite 500  
West Palm Beach, Florida 33401  
(561) 682-0905

1 APPEARANCES:

2 On behalf of the Plaintiff:

3 ALEJANDRA ARROYAVE, ESQ.

Lapin & Leichtling

4 225 Alahamra Circle

Suite 800

5 Coral Gables, Florida 33134

(305) 569-4100

6

7

8 On behalf of the Defendant:

9 CHRISTOPHER IMMEL, ESQ.

Ice Legal, P.A.

10 1975 Sansbury's Way

Suite 104

11 West Palm Beach, Florida 33411

(561) 798-5658

12

13

14

15

16

17

18

19

20

21

22

23

24

25



- - -  
I N D E X  
- - -

WITNESS: DIRECT CROSS REDIRECT RECROSS  
JEFFREY STEPHAN  
BY MR. IMMEL 4 54

JEFFREY STEPHAN  
BY MS. ARROYAVE 51

- - -  
E X H I B I T S  
- - -

NUMBER	PAGE
DEFENDANT'S EX. A	17
DEFENDANT'S EX. B	24
DEFENDANT'S EX. C	26
DEFENDANT'S EX. D	30
DEFENDANT'S EX. E	32
DEFENDANT'S EX. F	33
DEFENDANT'S EX. G	37
DEFENDANT'S EX. H	37
DEFENDANT'S EX. I	38
DEFENDANT'S EX. J	40
DEFENDANT'S EX. K	41
DEFENDANT'S EX. L	44
DEFENDANT'S EX. M	46
DEFENDANT'S EX. N	49

## P R O C E E D I N G S

- - -

Deposition taken before Jamie Reynolds Bentley, Court Reporter and Notary Public in and for the State of Florida at Large, in the above cause.

- - -

THE COURT REPORTER: Do you swear or affirm that the testimony you are about to give will be the truth, the whole truth and nothing but the truth?

THE WITNESS: I do.

Thereupon,

(JEFFREY STEPHAN)

having been first duly sworn or affirmed, was examined and testified as follows:

## DIRECT EXAMINATION

BY MR. IMMEL:

Q. All right. We are here on GMAC Mortgage, LLC versus Neu. This is the deposition of Jeffrey Stephan. I'm sure your attorney has gone over things with you a little bit. But if you could just keep one thing in mind, to answer, not to simply nod your head or anything like that. We need for your answers to be clear for the court reporter that way.

A. Yes.

Q. Could you please state your name for the

1 record.

2 A. My name is Jeffrey Stephan.

3 Q. Okay. And who do you work for?

4 A. GMAC, LLC.

5 Q. And is there a difference between GMAC, LLC  
6 and GMAC Mortgage, LLC?

7 A. GMAC, LLC -- I'm trying to think of the word  
8 to use -- the most recent name.

9 Q. Okay.

10 A. It's GMCA Mortgage Corporation.

11 Q. Okay.

12 A. I'm not sure how you would word that.

13 Q. Okay. So are they -- does GMAC, LLC -- now  
14 has that basically taken over these other entities --

15 A. Yes.

16 Q. -- that formerly existed?

17 A. Yes.

18 Q. So these entities no longer currently exist?

19 A. Right.

20 Q. Okay. And how long then have you been  
21 employed by GMAC, LLC?

22 A. Five years.

23 Q. Okay. And prior to that, it was GMAC Mortgage  
24 and GMAC Corporation?

25 A. That was as the whole five years.

1 Q. Oh, okay.

2 A. Yes.

3 Q. As the whole five years. And what is your  
4 title?

5           A.    I'm a team leader in the foreclosure  
6    department.

7 Q. Okay. And what are your responsibilities?

8           A.    I am the team lead of the document execution  
9    unit.

10 Q. Okay.

11 A. And also the service transfer unit.

12 Q. And so what type of documents do you  
13 ordinarily execute?

14           A.    I execute on a daily basis assignments of  
15       mortgage, affidavits of any type that might be needed,  
16       deeds. Any type of the document that would need a  
17       signature of an officer of GMAC.

18 Q. Okay. And who do you report to?

19           A.    I report to Margie Kwiatanowski.

20 Q. Could you spell that?

21 A. Yes. It's K-W-I-A-T-A-N-O-W-S-K-I.

22 Q. Okay. And approximately how many employees  
23 does GMAC Mortgage, LLC have?

24 A. I couldn't guess. I don't know.

25 Q. Sure. Okay. And as part of your

1 responsibilities, you execute assignments as a vice  
2 president of MERS?

3 A. Yes, that's correct.

4 Q. And in executing affidavits as a vice  
5 president, do you receive any compensation from MERS?

6 A. No.

7 Q. Have you had any training from MERS?

8 A. No.

9 Q. Okay. How many documents would you say you  
10 sign on an average week as far as executing affidavits  
11 and things of that nature?

12 A. It's very tough to estimate that to be honest  
13 with you.

14 Q. In a given month, would that be easier to say  
15 --

16 A. I would say --

17 Q. -- one hundred, 500?

18 A. -- in a month, my team brings to me  
19 approximately, I'd say a round number of 10,000. That's  
20 just an estimate, of course.

21 Q. Okay. And so, 10,000 your team brings to you.  
22 How many people do you oversee?

23 A. A team of 13 people.

24 Q. Okay. Now, would these people be given the  
25 duties of actually preparing the documents that you

1 ultimately sign and execute?

2 A. They would review the document that is given  
3 to them through our computer systems.

4 Q. Okay.

5 A. So they don't actually prepare it per se.  
6 They review it for the accuracy of what type of entity  
7 I'm signing as.

8 Q. Okay. How many different entities do you sign  
9 as?

10 MS. ARROYAVE: Objection: Form.

11 BY MR. IMMEL:

12 Q. Can you name what entities you sign --

13 A. I sign presently as MERS.

14 Q. Okay.

15 A. And under MERS as vice president or an  
16 assistant secretary. Also, I sign for GMAC Mortgage.  
17 And to be honest with you, it's too many entities for me  
18 to actually quote under GMAC. But it is as a limited  
19 signing officer.

20 Q. Okay. And earlier you stated that right now  
21 it's GMAC, LLC.

22 A. Uh-huh.

23 Q. You do still currently sign documents as GMAC  
24 Mortgage, LLC?

25 A. Yes, I do.

1 Q. Okay. And also as a corporation --

2 A. Yes.

3 Q. -- and some of the others that we've seen your  
4 signature on?

5 A. Yes, I do.

6 Q. Okay. Where then does the information that  
7 goes into the system that your team reviews --

8 A. Yes.

9 Q. -- where does that information come from?

10 A. The process that we use is -- and this is to  
11 my knowledge -- a file is referred to a foreclosure  
12 attorney stating exactly what entity would be needed  
13 through the referral unit. And at that point, the  
14 attorney receives the file to proceed with the  
15 foreclosure. That foreclosure name is generated upon  
16 GMAC supplying it on the referral. I'm not 100 percent  
17 sure of what that process is.

18 Q. Okay.

19 A. The documentation, as you stated, that you're  
20 asking about, is given to us after the attorney has been  
21 instructed on what name to foreclose in.

22 Q. And who instructs the attorney as to what name  
23 to foreclose it in?

24 A. It comes to our referral unit. Which is  
25 another process to my knowledge.

Page 10

1 Q. Okay. Approximately, if 10,000 are signed in  
2 a given month, you know, on an average, how long would  
3 you say you spend executing each one and actually  
4 signing?

5 A. It's tough to say.

6 Q. Okay. Would it be accurate to say that when  
7 these documents have been presented to you by your team  
8 --

9 A. Uh-huh.

10 Q. -- you take the face value that they are --  
11 they have been checked by your team?

12 A. That would be a correct statement, yes.

13 Q. So these documents wouldn't be actually  
14 executed on your own personal knowledge?

15 A. Right.

16 Q. It would be based on knowledge that came  
17 through --

18 A. Right.

19 Q. -- the chain --

20 A. I'm sorry.

21 MS. ARROYAVE: Can I interrupt just for a  
22 second? I just want to make sure that he finishes  
23 his question before you answer.

24 THE WITNESS: Sure. Sorry.

25



1 BY MR. IMMEL:

2 Q. Yes, yes, that's true, too.

3 So the information that your team obtains  
4 isn't based on their personal knowledge either, it's  
5 located within the computer networks?

6 MS. ARROYAVE: Objection: Form.

7 BY MR. IMMEL:

8 Q. The information on the documents that you  
9 execute is stored within your data base?

10 A. No, somewhere else.

11 Q. No. Okay. The information then is that --  
12 your team, they get that from a computer network that  
13 you have, correct?

14 A. No.

15 Q. Where does your team get that information?

16 A. That information is first given to the  
17 attorney to foreclose under which name as needed. If we  
18 are stating some type of assignment, for example, the  
19 attorney, to my knowledge, and I'm not 100 percent sure  
20 of their process because I don't work for the attorney,  
21 they would do a title check to verify what name the lien  
22 is presently in.

23 Q. Okay.

24 A. At that point is when it would initial if an  
25 assignment would be needed or not.

Page 12

1 Q. So at the direction of the attorney, your team  
2 creates these documents and then you execute them?

3 MS. ARROYAVE: Objection: Form.

4 BY MR. IMMEL:

5 Q. So your team executes documents at the request  
6 of attorneys?

7 MS. ARROYAVE: Objecting: Form. You can  
8 still answer it if you understand the question.

9 BY MR. IMMEL:

10 Q. Do you understand what I'm asking?

11 A. Yes, I understand what you're asking. My team  
12 does not create any documents.

13 Q. These documents are then sent from the  
14 attorney?

15 A. Yes.

16 Q. Okay. And you're -- so then the team that you  
17 oversee --

18 A. Uh-huh.

19 Q. -- simply reviews them for accuracy?

20 A. That's correct.

21 Q. Okay. And how do they verify the information  
22 is accurate?

23 A. They do not go into the system and verify the  
24 information as accurate. We are relying on our attorney  
25 network to ensure that they are asking for the correct

1 information.

2 Q. So the attorney creates these documents and  
3 you are relying that the attorney is correct?

4 A. Yes.

5 MS. ARROYAVE: Objection: Form.

6 BY MR. IMMEL:

7 Q. Okay. And then they are required to be  
8 notarized. Are they notarized in your office?

9 A. Yes.

10 Q. Is the notary present with you or is it down  
11 the hall?

12 A. The notary is in the same department.

13 Q. Same department. Okay. Are they physically  
14 present when you (sic) notarize this -- or when they  
15 notarize and then you execute it?

16 A. No, they are not physically present. But I  
17 will -- I do deliver them to the notary.

18 Q. All right.

19 A. And I wait for them to notarize it to hand  
20 them back to my team.

21 Q. Okay. All right. What department then? You  
22 said your department?

23 A. Right.

24 Q. And as part of their job responsibilities,  
25 would notarizing be their sole responsibility, or do

1 they have other responsibilities?

2 A. They have other responsibilities.

3 Q. Are any of the members of your team, people  
4 that also notarize documents that you execute?

5 A. Yes.

6 Q. Yes. Okay. Is there a job requirement that  
7 certain employees become notaries?

8 A. I don't know.

9 Q. Okay. And what type of -- what level of a  
10 type of employee would it typically be that is a notary?

11 A. I don't know that either.

12 Q. All right. Does the company pay for the  
13 process of becoming a notary or the renewal fees?

14 A. Yes.

15 Q. Okay. If a notary feels that they are being  
16 asked to notarize something that's done improperly, is  
17 there a process which they can, you know, raise that to  
18 anybody's attention?

19 A. I honestly don't know.

20 Q. You are not sure. Do you notarize any  
21 assignments of mortgage or other documents yourself?

22 A. No.

23 Q. Are you a notary?

24 A. No.

25 Q. How are witnesses ordinarily chosen?

1 MS. ARROYAVE: Object: Form.

2 Chosen for what?

3 BY MR. IMMEL:

4 Q. The witnesses to, say, the assignments of the  
5 mortgage, and the witnesses of things that you execute.

6 A. They are just chosen randomly.

7 Q. Chosen randomly. Okay. Approximately how  
8 many days a week do you spend executing assignments,  
9 affidavits, and the various documents that you execute?

10 A. Five.

11 Q. Five. Okay. Are there any specific days  
12 where it's one day these types of documents, this type  
13 of documents, or can it be just a mix?

14 A. It's a mix.

15 Q. Okay. Approximately how many documents would  
16 you say are presented to you by your team at a given  
17 time? Is it one at a time, or ten at a time?

18 A. It is done in bulk.

19 Q. Done in bulk.

20 A. I could not quote you the exact number.

21 Q. Okay. Going back to the signing officer as  
22 Mortgage Electronic Registration Systems, you said that  
23 you are -- you sign as both vice president and as an  
24 assistant secretary?

25 A. That is correct.

1 Q. Is there any basis for one -- you sign as one  
2 versus the other?

3 A. The majority of the time I sign as a vice  
4 president. Most times we do not need an assistant  
5 secretary, unless they are asking for a second signature  
6 on any type of an affidavit or assignment.

7 Q. Okay. And, again, you are not paid by MERS.  
8 Do you hold any other responsibilities with MERS that  
9 would be consistent with having the title of a vice  
10 president?

11 A. No.

12 Q. No. Okay. So you don't attend any board  
13 meetings for MERS?

14 A. No.

15 Q. You don't report to the secretary of MERS or  
16 any other people at MERS?

17 A. No.

18 Q. How did you become a MERS representative? Did  
19 you request to be a vice president of MERS?

20 A. I received the responsibility as being the  
21 team lead for document executing. It was assigned to me  
22 by our legal area.

23 Q. Okay. All right. So your responsibilities as  
24 a vice president of MERS to execute the assignments is  
25 really your job perspective, or an aspect of your job at

1 GMAC Mortgage, LLC or GMAC, LLC?

2 A. That is correct.

3 Q. Okay. And you've never been to any MERS  
4 offices or their headquarters?

5 A. No.

6 Q. Are you aware of why you were given the title  
7 of vice president versus assistant secretary or...

8 A. No, I'm not aware of that.

9 Q. Okay. All right. I have here the assignment  
10 of mortgage which you executed in this case.

11 A. Okay.

12 MR. IMMEL: I'll enter that as Exhibit A.

13 (Defendant's Exhibit Letter A was marked for  
14 identification.)

15 MR. IMMEL: I have a copy for you, as well.

16 THE WITNESS: Thank you.

17 BY MR. IMMEL:

18 Q. In the top left-hand corner it says, Record  
19 and return to offices of Marshall C. Watson.

20 Based on your earlier statements, it's  
21 accurate to say that attorneys at Marshall C. Watson  
22 created the information on this document?

23 MS. ARROYAVE: Objection: Form.

24 THE WITNESS: That would be correct.

25

1 BY MR. IMMEL:

2 Q. Okay. And who -- so an attorney chose the  
3 date of the 4th day of March, 2009.

4 Can you tell me the date actually. Whether  
5 that's the 3rd or the 5th of March.

6 A. To me it seems to be the 5th.

7 Q. Okay.

8 A. Actually, excuse me, let me change that. It  
9 would have to be the 3rd, because the notary did it on  
10 the 4th.

11 Q. Okay. And that is your signature on this  
12 document?

13 A. That is correct.

14 Q. Okay. Is it commonplace then for the notary  
15 to notarize a document the day after you've apparently  
16 executed it?

17 MS. ARROYAVE: Objection: Form.

18 THE WITNESS: I would say, yes, it would be  
19 common.

20 BY MR. IMMEL:

21 Q. Okay. So typically when you hand these off to  
22 the notary, and then they kind of catch up?

23 A. Uh-huh. Yes.

24 Q. Okay. The witnesses, Heather Reinhart, do you  
25 know her personally?



1 A. Yes, she is one of my employees.

2 Q. Is she on your team?

3 A. Yes.

4 Q. Is it possible that she would have been one of  
5 the people who reviewed this for accuracy?

6 A. That is possible.

7 Q. And the other person appears to be Tyra  
8 Wilks --

9 A. Wilson.

10 Q. Tyra Wilson. Okay. Is she also a member of  
11 your team?

12 A. Yes.

13 Q. And you know her personally, as well?

14 A. Yes.

15 Q. The notary, Susan Turner, is she a member of  
16 your team?

17 A. No, she is not.

18 Q. Do you know her personally?

19 A. Yes.

20 Q. It says here that you personally appeared  
21 before her on the 4th day of March. Is it possible that  
22 you executed then on the 3rd, and handed it to her and  
23 then you weren't personally in front of her at the time  
24 she notarized this?

25 A. I don't know. I can't recollect.

1 Q. All right. And how did you determine on this  
2 to execute it to GMAC Mortgage, LLC?

3 MS. ARROYAVE: Objection: Form.

4 THE WITNESS: I'm not sure if I understand the  
5 question.

6 BY MR. IMMEL:

7 Q. Okay. Did you have any say in the creation of  
8 who MERS would assign this to?

9 A. No.

10 Q. No. Your attorney, the Law Office of Marshall  
11 C. Watson, determined that?

12 A. No.

13 Q. No.

14 A. That is, as I stated earlier, when the  
15 foreclosure referral goes out, the referral unit  
16 determines what entity they should be foreclosing on.

17 Q. Okay. And the foreclosure referral unit that  
18 you speak of, is that part of your department?

19 A. Yes.

20 Q. Okay. So would they have records that they  
21 are able to refer to to determine who the new mortgagee  
22 should be according to these assignments?

23 A. Yes.

24 Q. And who -- do you have a name of any person  
25 that keeps those documents?

1 A. The team lead for that would be Brenda.

2 Q. Brenda?

3 A. Her last name is Staehle, S-T-A-E-H-L-E.

4 Q. Okay.

5 A. I think that's the way it's spelled.

6 Q. Can you tell me -- you really don't have any  
7 knowledge or information as to who should be the  
8 mortgagee? According to this document, you take it for  
9 face value; is that correct?

10 MS. ARROYAVE: Objection: Form.

11 THE WITNESS: Can you explain that further?

12 BY MR. IMMEL:

13 Q. You take it for face value that GMAC Mortgage,  
14 LLC is expected to be the mortgagee?

15 MS. ARROYAVE: Objection: Form.

16 BY MR. IMMEL:

17 Q. Who would have information who -- who MERS  
18 should assign this to? Would it be you or Brenda  
19 Staehle?

20 A. Brenda Staehle would be the individual or her  
21 team to refer the files, and they determine what name  
22 should be foreclosing in.

23 Q. Okay. So everything from that point on is  
24 based on the presumption that her team has ascertained  
25 those things to be correct?

1 A. That is correct.

2 MS. ARROYAVE: Objection: Form.

3 BY MR. IMMEL:

4 Q. All right. Okay. So on March 5th, 2009,  
5 you're not aware --

6 A. I believe it's the 3rd.

7 Q. March 3rd. I'm sorry. March 3rd, 2009,  
8 you're not aware of any physical transfer of the  
9 mortgage?

10 A. Can you rephrase that? I'm not following.

11 Q. Are you aware of any reason why the assignment  
12 of mortgage had to be executed on March 5th, 2009 -- or  
13 the 3rd, 2009? I'm sorry.

14 A. We have a process that's set up with our  
15 attorney network. And Marshall Watson is in that  
16 attorney network. The file is referred to them with a  
17 certain name to proceed with the foreclosure in. They  
18 will pull title. And whatever they see title is in, in  
19 order to proceed in the proper name, they need to get an  
20 assignment. In this instance it's MERS to GMAC.

21 Q. Okay. Are the assignments supposed to be  
22 completed prior to the filing of the foreclosure  
23 lawsuit?

24 MS. ARROYAVE: Objection: Form.

25

1 BY MR. IMMEL:

2 Q. Are you aware if it's a company policy at  
3 least?

4 A. I don't know.

5 Q. Okay. So as this assignment of mortgage, on  
6 the face of it, transfers from Mortgage Electronic  
7 Registration Systems as nominee for Mortgage Investors  
8 Corporation to GMAC Mortgage, LLC on March 3rd, 2009,  
9 would it be accurate to say that prior to that, this  
10 assignment, Mortgage Electronic Registration Systems was  
11 the mortgagee?

12 A. No.

13 Q. No. Okay. Why would that not be accurate to  
14 say?

15 A. Mortgage Electronic Registration, to my  
16 knowledge, is an origination entity to allow the passing  
17 of assignments through performing loans to make it more  
18 easier, I guess you would say, to transfer amongst  
19 different companies. MERS does not own loans.

20 Q. They wouldn't own the loan. But they would  
21 own the mortgage; is that correct?

22 MS. ARROYAVE: Objection: Form.

23 THE WITNESS: It's not correct, no.

24 BY MR. IMMEL:

25 Q. No. So they are the named mortgagee, so that

Page 24

1 when the note is passed from entity to entity it doesn't  
2 have to be rerecorded?

3 A. That is to my knowledge, yes.

4 Q. All right. On this it also says that MERS is  
5 assigning the mortgage together with the note. I don't  
6 know if you see that line there. It's right there  
7 (indicating).

8 As you just stated, MERS has no interest in  
9 the note ever; is that correct?

10 A. I honestly don't know.

11 Q. Oh, okay. As far as you're aware --

12 A. Yes.

13 Q. -- MERS doesn't --

14 A. As far as I'm aware. (Witness nods head.)

15 Q. Okay. Are you aware of whether that's common  
16 language to exist in the assignments that you execute?

17 A. I honestly don't know.

18 Q. You're not sure. Okay. All right.

19 MR. IMMEL: And I have a copy of the first  
20 page of the mortgage here. Which I'll enter as  
21 Exhibit B.

22 (Defendant's Exhibit Letter B was marked for  
23 identification.)

24 BY MR. IMMEL:

25 Q. If you will notice it says that the mortgagee

1 according to the mortgage is Mortgage Electronic  
2 Registration Systems.

3 I believe it's right down there (indicating).

4 A. I disagree with that interpretation.

5 MS. ARROYAVE: Was there a question?

6 MR. IMMEL: Yes.

7 MS. ARROYAVE: What was the question?

8 BY MR. IMMEL:

9 Q. According to the mortgage, it says that MERS  
10 is the mortgagee?

11 A. My interpretation, it says right in the same  
12 paragraph, it says they are a nominee for the lender or  
13 the lender successors.

14 Q. Right. Okay. They are the mortgagee as  
15 nominee --

16 A. Uh-huh.

17 Q. -- for the lenders?

18 A. Yes.

19 Q. Okay. But they are a different entity from  
20 the lender and lender successors and things?

21 A. Yes.

22 Q. Okay. What does nominee in that regards mean?

23 A. I don't know.

24 Q. Okay. We can move on from there.

25 I have here -- which I'll enter as Exhibit

1 C -- some discovery that we received from MERS.

2 (Defendant's Exhibit Letter C was marked for  
3 identification.)

4 BY MR. IMMEL:

5 Q. And if you will turn to the second page. It  
6 is the document entitled, Min Summary.

7 And have you ever seen these records before?

8 A. No, I have not.

9 Q. So in executing the assignments of mortgage on  
10 behalf of MERS, do you consult any of MERS' records?

11 A. No.

12 Q. And you are not able to tell me what any of  
13 these entries would then mean? This is the first time  
14 you have seen this type of information?

15 A. In this format, yes.

16 Q. Okay. Have you seen this type of information  
17 in other formats?

18 A. Some of it. I understand what they mean as  
19 far as the acronyms in there.

20 Q. Okay. Based on your understanding, the  
21 investor says -- the investor is identified as  
22 Government National Mortgage Association - Ginnie Mae.  
23 What does the word "investor" mean in MERS' acronym?  
24 Are you aware?

25 A. I'm not sure how I can explain it. GMAC would



Page 27

1 be the holder and the owner of the mortgage. GMAC would  
2 be the investor who is in the organization that  
3 contributed the fund. That's really the only way I can  
4 explain the relationship of an investor and servicer.

5 Q. Okay.

6 A. But that's only to my knowledge. I mean, I  
7 don't work in that fashion.

8 Q. Okay. So the servicer is supposed to take on  
9 the day-to-day activities of administering the mortgage  
10 of loan and collecting payments and so forth?

11 A. That would be correct.

12 Q. And they do that on behalf of the investor who  
13 loaned the monies?

14 A. Yes.

15 Q. Okay. And any monies that are received from  
16 the servicers, would they really be for the investor  
17 then to pay him back the loan?

18 A. I don't know.

19 Q. Okay. And as custodian, also, that would mean  
20 that they are in possession of the mortgage file,  
21 essentially, the note and any other applicable  
22 documents?

23 A. That's correct.

24 Q. Okay. All right. Where it has the pool  
25 number and it is blacked out. Do you know what the pool

1 number refers to?

2 A. No, I don't.

3 Q. No. Okay. And what about the investor loan  
4 number?

5 A. Yes, I understand what that is.

6 Q. And what would that relate to?

7 A. Every investor would have their own loan  
8 number. The same as GMAC would have their own loan  
9 number to classify the different files.

10 Q. Okay. And are you aware of how a mortgage  
11 that has been securitized, a mortgage note that's been  
12 securitized, would be reflected on something like this,  
13 on this summary?

14 A. I am not familiar.

15 Q. You are not familiar. Okay. Are you aware of  
16 anyone at GMAC Mortgage, LLC that has access to these  
17 MERS documents and records?

18 A. No, I'm not.

19 Q. You are not aware. Okay. Are you aware of  
20 anybody at GMAC that would have a responsibility to  
21 update the MERS documentation?

22 A. No.

23 Q. Okay. So the various individuals at GMAC that  
24 execute assignments on behalf of MERS have no  
25 responsibility to update the MERS' system that they had

1 actually done those assignments or anything like that?

2 A. That would be correct.

3 Q. Okay. Are you aware then of how the MERS'  
4 system is updated?

5 A. No.

6 Q. Okay. As a vice president, do you owe a  
7 fiduciary duty to the original lender to ensure that the  
8 mortgage is assigned to the proper entity?

9 MS. ARROYAVE: Objection: Form.

10 THE WITNESS: I actually don't understand your  
11 question.

12 BY MR. IMMEL:

13 Q. Do you own any duty to the -- when you assign  
14 these mortgages, you execute them as -- for MERS as  
15 nominee for a particular entity, correct?

16 A. That would be correct.

17 Q. Do you owe any responsibility then to that  
18 particular entity that MERS is nominee for to ensure  
19 that the mortgage is transferred to the new correct  
20 entity?

21 A. I don't know.

22 Q. Okay. All right.

23 MR. IMMEL: I have the corporate resolution  
24 here. Which I'll enter it as Exhibit D.

25

1 (Defendant's Exhibit Letter D was marked for  
2 identification.)

3 BY MR. IMMEL:

4 Q. Have you seen this document before?

5 A. Yes, I have.

6 Q. When was the first time you saw it?

7 A. I'm sorry, I can't say. I don't recollect.

8 Q. You're not sure. Is it fair to say it was  
9 quite a while ago?

10 A. Yes.

11 Q. Did you have any role in creating it or  
12 negotiating it?

13 A. No, I did not.

14 Q. No. Okay. The first paragraph says that you  
15 are authorized to assign a lien of any mortgage loan  
16 registered on the MERS register to the member.

17 Who would be the member according to this?  
18 Would that be GMAC Mortgage, LLC?

19 A. I don't know.

20 Q. Okay. Assign the lien, in paragraph 2, of any  
21 mortgage loan naming MERS as the mortgagee when the  
22 member is also the current promissory note-holder, or if  
23 the mortgage loan is registered on the MERS system, is  
24 shown to be registered to the member.

25 When you are assigning liens, you already

Page 31

1       stated that you don't consult with any of the MERS  
2       records to determine whether or not it's registered to  
3       who -- whoever?

4               MS. ARROYAVE:  Objection:  Form.  Asked and  
5       answered.  Mischaracterization of prior testimony.  
6       BY MR. IMMEL:

7               Q.    Okay.  You don't consult MERS system when  
8       assigned these liens?

9               A.    Yes.

10              MS. ARROYAVE:  Asked and answered.  
11       BY MR. IMMEL:

12              Q.    All right.  Okay.  But is it fair to say that  
13       you don't ascertain whether the member is the current  
14       promissory note-holder when you assign the lien?

15              A.    That would be correct.

16              Q.    And you also don't know if the mortgage loan  
17       is registered on the MERS system?

18              A.    We are relying on our attorney network when  
19       they check the title --

20              Q.    Okay.

21              A.    -- to verify what title it is presently in.  
22       If it is MERS, we would sign for MERS.

23              Q.    Okay.

24              MR. IMMEL:  Exhibit E.

25

1 (Defendant's Exhibit Letter E was marked for  
2 identification.)

3 BY MR. IMMEL:

4 Q. Here is the GMAC Mortgage, LLC certificate of  
5 assistant secretary. Here you go.

6 And you are considered a limited signing  
7 officer giving you basically the same responsibility as  
8 a junior officer?

9 MS. ARROYAVE: Objection: Form.

10 THE WITNESS: I don't know if that's a correct  
11 statement.

12 BY MR. IMMEL:

13 Q. Okay. Are you familiar with this document?

14 A. I have a copy of this document. Which to my  
15 recollection means that next to my name it gives me the  
16 authority to sign for GMAC and its entities as a limited  
17 signing officer.

18 Q. Okay. In this case, you also filed an  
19 affidavit of lost original document?

20 MS. ARROYAVE: Objection: Form.

21 BY MR. IMMEL:

22 Q. Okay. And you executed this document. Is  
23 this your signature? Here is a copy of it.

24 MR. IMMEL: I'll enter this as Exhibit F, I  
25 believe.

1 (Defendant's Exhibit Letter F was marked for  
2 identification.)

3 THE WITNESS: Yes, that is my signature.

4 BY MR. IMMEL:

5 Q. Okay. And you signed this affidavit claiming  
6 that at the time plaintiff was not presently in custody  
7 or control of plaintiff or any of plaintiff's agents,  
8 and that would be the note that was not in your -- their  
9 custody or control?

10 A. Yes. Once again, we have a process in place  
11 where if our attorney needs an original document, they  
12 open up a request in our system. At that time, we have  
13 another unit -- which is not located in Pennsylvania  
14 where I am located -- contact custodians, contact their  
15 own records, go to different investors. They do not do  
16 an affidavit of this fashion unless they've exhausted  
17 all efforts.

18 Q. Okay. Would it be fair to say that you're not  
19 involved in any of those efforts?

20 A. That is fair to say.

21 Q. Okay. Why then do they ask you to execute the  
22 affidavit of lost document -- lost original document?

23 A. They asked me to execute this for the  
24 foreclosure department. Because after conversations  
25 between the attorney and this other department, they

1 determine that it is not available. I am the  
2 foreclosure team lead that handles document execution.

3 Q. Okay. So would it be accurate to say that the  
4 department that actually searches for the lost note  
5 would have a better understanding of why it's lost and  
6 where the search occurred?

7 A. That is a fair statement.

8 Q. Okay. It says that the copy of said note  
9 attached to the complaint is a true and correct and  
10 substantial copy of the lost or destroyed note.

11 Do you review any documents before executing  
12 the affidavits of lost original documents?

13 A. No, I do not. I review this. Let me change  
14 this. Excuse me. I do review this. However, I do not  
15 review any documents. I rely, once again, on my  
16 attorney network who is requesting the document, and  
17 communications between the departments to determine if  
18 it's -- if a lost affidavit is needed.

19 Q. Okay. So the portion that sets claims in  
20 paragraph 1: Affiant has custody and personal knowledge  
21 of the account pertaining the original mortgage loan  
22 instruments. Affiant has actual and personal knowledge  
23 of the facts stated herein and is authorized to make  
24 this affidavit. Would that be accurate?

25 A. Yes, that is accurate.



1 Q. You being the affiant have custody and  
2 personal knowledge of the account pertaining to the  
3 original mortgage loan instruments?

4 MS. ARROYAVE: Object to the form. Go ahead.

5 THE WITNESS: I do not have the specific  
6 knowledge to this one account. But I understand  
7 what the other department does in general to try to  
8 locate these documents.

9 BY MR. IMMEL:

10 Q. Okay. All right. And so in this particular  
11 case, the -- there was no note attached to the  
12 complaint. You would have no way of ascertaining that  
13 because you don't actually review?

14 A. That, once again, is determined by our  
15 attorneys' office.

16 Q. Okay. I'm going to just -- I have a  
17 substantial copy of the complaint. And just to show  
18 that there is no note attached to it, that was the  
19 original filing of the complaint.

20 You have never reviewed that, nor do you  
21 review any other note to determine whether it is, in  
22 fact, a true, correct and substantial copy of the lost  
23 or destroyed note?

24 MS. ARROYAVE: Objection: Form.

25 THE WITNESS: Can you rephrase that for me? I

1 don't completely follow what you are saying.

2 BY MR. IMMEL:

3 Q. When you execute the affidavit of lost  
4 original document, and make the claim that you've seen a  
5 copy of the note that is attached and that's a  
6 substantial copy, you really have no basis for making  
7 that claim.

8 THE WITNESS: I'm still not following.

9 MS. ARROYAVE: Objection: Form.

10 BY MR. IMMEL:

11 Q. When the complaint in this case was filed,  
12 there was no note attached to the complaint, correct?

13 A. From what you have just handed to me, there is  
14 no note.

15 Q. Okay. Based on what I've provided you.

16 A. Yes.

17 Q. Do you normally review notes to make sure that  
18 they are a true copy of the lost note?

19 MS. ARROYAVE: Objection: Form.

20 THE WITNESS: That is -- no, I do not. It is  
21 not in my position.

22 BY MR. IMMEL:

23 Q. It's not in your position.

24 MR. IMMEL: All right. I guess I can enter  
25 this a Exhibit G.

1 (Defendant's Exhibit Letter G was marked for  
2 identification.)

3 BY MR. IMMEL:

4 Q. And going back, just for a second, to the lost  
5 note affidavit. That is your signature?

6 A. Yes, that's correct.

7 Q. And your understanding is that the attorney  
8 representing -- from your network drafts this?

9 A. That is correct.

10 Q. Okay.

11 MR. IMMEL: This is going to be Exhibit H.

12 (Defendant's Exhibit Letter H was marked for  
13 identification.)

14 BY MR. IMMEL:

15 Q. This is a copy of the note filed after the  
16 complaint in this case. I don't have the notice of  
17 filing page.

18 Have you ever seen this document before?

19 A. I have seen these documents. I have not seen  
20 this document.

21 Q. Okay. And this wouldn't have been the  
22 document that you reviewed in executing the lost note  
23 affidavit?

24 A. No. We do not -- once again, we do not review  
25 the note. Our attorney determines that the note is not

1 available through our processes.

2 Q. Okay.

3 MR. IMMEL: This would be Exhibit I.

4 (Defendant's Exhibit Letter I was marked for  
5 identification.)

6 BY MR. IMMEL:

7 Q. This is the newly found note. Here. And as  
8 you can see, if you could compare the two notes, one has  
9 a couple of additional endorsements. Whereas, the  
10 previous one did not. Is that correct?

11 A. That is what I observe here, yes.

12 Q. Okay. In the review of the two notes and the  
13 endorsements that are on them, have you seen this type  
14 of situation before where one note that's been filed in  
15 the case is partially endorsed and the other is a more  
16 complete record of endorsements?

17 A. No, I have not.

18 Q. In following along the endorsements, can you  
19 determine who was the last owner of the note prior to  
20 your companies?

21 A. I'm sorry. Can you rephrase that for me?

22 Q. Can you determine who GMAC Mortgage, LLC has  
23 acquired the mortgage note from?

24 A. The first endorsement I see here has a date.  
25 It says, Mortgage Investor Corporation. It's signed on

1 February 27th, I believe, that's 2002.

2 Q. All right. And they were the original lender.  
3 And then, as you can see, there is another endorsement  
4 there to, I believe, GMAC Mortgage Corporation. And  
5 there is also one GMAC Bank. Correct?

6 A. That is correct according to the observation  
7 that I see on this document.

8 Q. So would you need an assignment from -- why do  
9 you assign the MERS -- as a vice president of MERS, why  
10 do you assign the MERS -- I'm sorry. Let me start over  
11 there.

12 Why do you execute the assignment of mortgage  
13 on behalf of MERS as nominee for the original lender and  
14 not the last lender?

15 MS. ARROYAVE: Objection: Form.

16 THE WITNESS: Because as you stated, it's an  
17 assignment of mortgage. It's not an assignment of  
18 note.

19 BY MR. IMMEL:

20 Q. Right.

21 A. That's the only way I can answer that. The  
22 mortgage itself, which we've both reviewed, states that  
23 it's MERS as a nominee for Mortgage Investor  
24 Corporation.

25 Q. Okay. So would you agree then that as the

1 note was transferred through these endorsements to new  
2 note-holders and owners that MERS remained the  
3 mortgagee?

4 MS. ARROYAVE: Objection: Form.

5 THE WITNESS: I wouldn't have that knowledge.

6 BY MR. IMMEL:

7 Q. Okay. It's your understanding that MERS does  
8 not assign the mortgage every time the note is  
9 transferred; is that correct?

10 MS. ARROYAVE: Objection: Form.

11 THE WITNESS: I wouldn't have that knowledge  
12 either.

13 BY MR. IMMEL:

14 Q. Okay. All right. Do you know who would have  
15 that knowledge?

16 A. No, I do not.

17 Q. Okay. All right.

18 MR. IMMEL: And we have here defendant's  
19 request for production regarding the Jeffrey  
20 Stephan documents. That will be Exhibit J.

21 (Defendant's Exhibit Letter J was marked for  
22 identification.)

23 BY MR. IMMEL:

24 Q. Have you seen that document before?

25 A. I have not seen this document until recently

1 when I found out that I was coming here.

2 Q. Okay. And also we have the response to the  
3 request for production regarding the Jeffrey Stephan  
4 document.

5 MR. IMMEL: That will be marked as Exhibit K.

6 (Defendant's Exhibit Letter K was marked for  
7 identification.)

8 BY MR. IMMEL:

9 Q. I'm going to direct you to paragraph 5 where  
10 there has been an objection based on our request for all  
11 MERS system documents, records, computer data, or other  
12 MERS information reviewed by Jeffrey Stephan prior to  
13 executing the assignment of mortgage filed in this case  
14 to determine the proper SNE.

15 It's been objected to as vague and ambiguous  
16 and improperly presumes that plaintiff has custody or  
17 control over any MERS system documents.

18 As a MERS vice president, you don't have  
19 access to any MERS system documents?

20 A. No, I do not.

21 Q. Okay.

22 A. I do not work for MERS.

23 Q. Okay. And so you don't actually review any  
24 documents prior to executing the assignment of mortgage?

25 MS. ARROYAVE: Asked and answered.

1 BY MR. IMMEL:

2 Q. Okay. And are there any -- do you receive any  
3 letters, e-mails, or other correspondence from other  
4 departments that have given you any instruction on any  
5 of the documents which you execute?

6 A. No.

7 Q. No. And in paragraphs -- request No. 7, as  
8 far as the search for the lost note, you didn't actually  
9 partake in that search. So you are not aware of any of  
10 the locations searched, other than by other people?

11 A. That's correct.

12 Q. Do you know who those people would be that  
13 searched for the note?

14 A. There is a team that's in our Minnesota  
15 office. I am not familiar with who would actually  
16 search for the said document.

17 Q. What is the name of that team? Do you know  
18 the name of that team?

19 A. I don't have a formal name for them. I call  
20 them document control. But that's my own name for them.

21 Q. Okay. All right. You said that the attorneys  
22 representing you prior in this case only ask you to  
23 execute the lost note affidavit after a substantial  
24 effort has occurred?

25 MS. ARROYAVE: Objection. That goes into the



1 attorney-client privilege.

2 BY MR. IMMEL:

3 Q. As far as you understand, a substantial search  
4 for the lost note has already occurred by various people  
5 within your team, other teams within GMAC at the request  
6 of the attorneys?

7 A. Within GMAC the lost note affidavit or lost  
8 instrument affidavit would not be executed until  
9 everything has been exhausted.

10 Q. Okay. Is it common for a lost note affidavit  
11 to be executed and then later the note to be found?

12 A. I don't know.

13 Q. You're not sure. Okay. Earlier you were  
14 mentioning that now you work for GMAC, LLC; is that  
15 correct?

16 A. That is correct.

17 Q. And you still execute documents as GMAC  
18 Mortgage, LLC limited signing officers, as well?

19 A. That's the same thing you just stated.

20 Q. Right. One they dropped the name -- the  
21 mortgage from the name, and one they haven't; is that  
22 correct?

23 A. No.

24 Q. No.

25 A. One they dropped corporation and changed it to

1       LLC.

2           Q.    Oh, okay.

3           A.    They became a limited liability company.  
4       That's what LLC stands for.

5           Q.    Okay.  You said that there was an -- initially  
6       there was a referral from the referral department to the  
7       attorneys?

8           A.    That would be correct.

9           Q.    Do you ever review any of those documents in  
10      your duties as executing these other documents?

11          A.    No.

12          Q.    So I'm going to turn to the -- this is the  
13      note of authenticity ownership interrogatories limited  
14      answers.  Here you are.

15               MR. IMMEL:  That will be Exhibit L.

16               (Defendant's Exhibit Letter L was marked for  
17      identification.)

18      BY MR. IMMEL:

19          Q.    Do you know, I think, it is Juan A. Aquirre?

20          A.    I do not know him.  But I am familiar with his  
21      name.

22          Q.    Okay.  Are you familiar with his duties?  He's  
23      a senior litigation analyst.

24          A.    Yes.

25          Q.    Do you know if he's a senior litigation

1 analyst for GMAC Mortgage, LLC, or are there other  
2 entities that he works for?

3 A. I honestly do not know.

4 Q. Okay. Would he be part of the document team  
5 in Minnesota that may find a note?

6 A. No.

7 Q. No. Okay. Would he be somebody, do you know,  
8 if in his duties he's somebody that searches for lost  
9 documents?

10 A. No.

11 Q. Okay.

12 MS. ARROYAVE: Is that, no, you don't know?

13 THE WITNESS: No. He does not do that.

14 BY MR. IMMEL:

15 Q. He doesn't do that. Do you know what his  
16 duties are?

17 A. As it states here, he is a senior litigation  
18 analyst. I'm not sure of what his exact  
19 responsibilities would be.

20 Q. Okay. But searching for lost documents  
21 wouldn't be one of his responsibilities, more than  
22 likely?

23 A. No, it would not be.

24 Q. Okay. And here are plaintiff's amended  
25 answers. Okay.

1 MR. IMMEL: I'll mark it as Exhibit M.

2 (Defendant's Exhibit Letter M was marked for  
3 identification.)

4 BY MR. IMMEL:

5 Q. It asks to identify all persons and/or  
6 entities who are the current beneficial owners of, or  
7 who have a beneficial or equitable interest in the  
8 promissory note. And Federal National Mortgage  
9 Association has been identified, Fannie Mae.

10 Are you aware -- and then if you look at No.  
11 3, it says, Please identify all person and/or entities  
12 who are current legal owners of, or who have legal  
13 interest in the promissory note.

14 A. I don't have the same affidavit you have.

15 Q. Okay. Defendant's note. Do you have the  
16 mortgage loan?

17 A. That's the mortgage loan.

18 Q. Okay.

19 MS. ARROYAVE: What has been introduced? Has  
20 this set of interrogatory been --

21 MR. IMMEL: Yes.

22 MS. ARROYAVE: But not the other?

23 MR. IMMEL: No. This was also entered,  
24 correct?

25 THE COURT REPORTER: I think it was the last

1 one.

2 BY MR. IMMEL:

3 Q. So if you look at paragraphs 2 and 3, can you  
4 explain to me why Fannie Mae would have the beneficial  
5 or equitable interest in the promissory note, based on  
6 your understanding?

7 MS. ARROYAVE: Objection. It calls for a  
8 legal conclusion.

9 THE WITNESS: No, I can't.

10 BY MR. IMMEL:

11 Q. And earlier when we discussed the MERS  
12 documentation where Ginnie Mae was identified as the  
13 investor, would it be fair to say that the beneficial or  
14 equitable interest would actually lie with the person  
15 who made the loan?

16 MS. ARROYAVE: Objection. It calls for a  
17 legal conclusion.

18 THE WITNESS: I don't have that knowledge.

19 BY MR. IMMEL:

20 Q. Okay. And based on the MERS documentation  
21 that I presented to you earlier, where the investor was  
22 identified as Ginnie Mae. In paragraph 5 here, they are  
23 identifying Fannie Mae as the investor.

24 Do you have any understanding of -- as to why  
25 those two things would --

1 A. No, I don't.

2 Q. -- there would be a discrepancy there? Okay.

3 All right.

4 And going back to the mortgage loan ownership  
5 and the interrogatories one more time. Can you explain  
6 why one entity would have the beneficial interest and  
7 another entity would have a legal interest --

8 MS. ARROYAVE: Objection. It calls for a  
9 legal conclusion.

10 BY MR. IMMEL:

11 Q. -- based on your company's protocols?

12 A. I don't have that knowledge.

13 Q. Okay. GMAC Mortgage owns some loans and  
14 services other; is that correct?

15 A. To my knowledge that would be a correct  
16 statement.

17 Q. Okay. Do they -- and then in other instances,  
18 they both own loan and service the loan?

19 A. That would be a fair statement.

20 Q. Okay. Is it possible that GMAC Mortgage is  
21 the servicer for this loan and another entity -- whether  
22 it be Fannie Mae, Ginnie Mae, or any other entity --  
23 perhaps is the owner and GMAC is just the servicer?

24 A. That's possible. But I'm not familiar enough  
25 to say yes or no.

Page 49

1 Q. Okay. All right. I'm just going to go over  
2 the notice of taking the deposition duces tecum.

3 (Defendant's Exhibit Letter N was marked for  
4 identification.)

5 BY MR. IMMEL:

6 Q. All right. This is -- and just for the  
7 record, Exhibit A, if you would turn to that. This is a  
8 list of the documents that we requested that you bring.  
9 A request for production. And you provided some of them  
10 earlier.

11 I just wanted to go over it and see if you  
12 brought any of these documents today, or if you were  
13 just relying on what was produced in the request for  
14 production. Okay?

15 The deponent's most recent curriculum vitae?

16 A. I didn't feel I needed to bring that. That's  
17 personal.

18 Q. Okay. You actually provided the corporate  
19 resolution for MERS and for GMAC. You presented the  
20 list of certifying officers. And the MERS system  
21 documents records, you already stated that you don't  
22 have any access.

23 Your team brings you the documents. And you  
24 don't receive any direct communication from the  
25 attorneys that draft them?

Page 50

1           A.    The only type of communication I would receive  
2           from an attorney is if a document is late in being  
3           returned.

4           Q.    Okay. All right. And it would be fair to say  
5           that your primary responsibility is to create and  
6           execute these documents, not to actually do any of the  
7           underlying duties of ascertaining specific knowledge or  
8           information about them, correct?

9           MS. ARROYAVE: Objection: Form. Asked and  
10          answered.

11          THE WITNESS: And the answer to that would be,  
12          no.

13          MR. IMMEL: All right. I think that's most of  
14          it. Just let me have on second to review, but I  
15          think that's most of it. All right. I think that  
16          should do it for today.

17          Thank you very much for traveling here.

18          MS. ARROYAVE: I have a few questions.

19          MR. IMMEL: Yeah. I'm sorry about that.

20          MS. ARROYAVE: You can't have all of the fun.

21          Can I look at the exhibits?

22                   CROSS (JEFFREY STEPHAN)

23          BY MS. ARROYAVE:

24          Q.    I'm going to show you what has been previously  
25          marked as Defendant's Exhibit C to your deposition.



Page 51

1 Do you have any knowledge of how this document  
2 is created?

3 A. No.

4 Q. Do you have any knowledge as to whether the  
5 information in this document is accurate?

6 A. No.

7 Q. Do you know how this is prepared?

8 A. No.

9 Q. Okay. Let me show you what has been  
10 previously marked as Defendant's Exhibit A to your  
11 deposition. It is the assignment of mortgage.

12 The information that is used to prepare this  
13 mortgage is kept in GMAC Mortgages' business records; is  
14 that correct?

15 A. Yes.

16 Q. And these business records from where this  
17 information came from were created by persons in GMAC  
18 Mortgage, employees of GMAC Mortgage, right?

19 A. Yes.

20 Q. And the information was entered into the  
21 computer system by these GMAC Mortgage employees at the  
22 time that they became aware of the information?

23 A. Yes.

24 Q. And they had a business duty to enter the  
25 information into the computer system; is that correct?

1 A. Yes.

2 Q. And this information, these business records  
3 are kept within the course and scope of GMAC's regularly  
4 conducted business activities; is that correct?

5 A. I'm going to say yes.

6 Q. Okay. I'm going to show you what has been  
7 previously marked as Defendant's Exhibit F to your  
8 deposition. And it's the affidavit of lost original  
9 document.

10 Is the information you used to prepare this  
11 lost original document kept in GMAC Mortgages' business  
12 records?

13 A. I don't understand the question.

14 Q. Okay. The information in the lost original  
15 document, is that -- GMAC Mortgage is the owner and  
16 holder of the note, correct?

17 A. Yes.

18 Q. Is that information kept within the course and  
19 scope of GMAC's business records?

20 A. Yes.

21 Q. And the information in GMAC's business records  
22 are entered by persons with knowledge of the information  
23 that GMAC is the owner of the note?

24 MR. IMMEL: Objection: Leading.

25 THE WITNESS: Can you rephrase it? I'm not

1 sure if I follow what you are saying.

2 BY MS. ARROYAVE:

3 Q. The business records that GMAC has regarding  
4 whether it is the original -- whether it is the owner of  
5 the note, was entered by persons that have personal  
6 knowledge of whether GMAC is the owner of the note; is  
7 that correct?

8 A. I honestly don't know. I do not work in those  
9 departments.

10 Q. Okay.

11 MS. ARROYAVE: I have nothing further.

12 REDIRECT (JEFFREY STEPHAN)

13 BY MR. IMMEL:

14 Q. I would just ask: The assignment of the  
15 mortgage and the information on it, this is not created  
16 by anyone at -- this specific document isn't actually  
17 created by a member or a worker for GMAC Mortgage, it is  
18 actually created by the attorney?

19 A. Yes.

20 Q. Okay. So the attorney would have to be  
21 relying on business records of GMAC Mortgage in forming  
22 this?

23 A. That would be correct.

24 Q. Okay. And as to the lost note, this too is  
25 created by the attorney, correct?

1 A. That is correct.

2 Q. Okay.

3 MR. IMMEL: All right. That does it.

4 MS. ARROYAVE: That's it.

5 MR. IMMEL: All right. Thank you.

6 MS. ARROYAVE: We will read.

7 THE COURT REPORTER: Okay.

8 (Witness excused.)

9 (Deposition was concluded.)

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

CERTIFICATE OF OATH

THE STATE OF FLORIDA

COUNTY OF PALM BEACH

I, the undersigned authority, certify that Jeffrey  
Stephan personally appeared before me and was duly  
sworn. Dated the 10th day of December, 2009.

Dated this 22nd day of December, 2009.

*Jamie Reynolds Bentley*



Jamie Reynolds Bentley, Court Reporter

Notary Public - State of Florida

My Commission Expires: 7/20/2013

My Commission No.: DD 453053

## C E R T I F I C A T E

THE STATE OF FLORIDA  
COUNTY OF PALM BEACH


I, Jamie Reynolds Bentley, Court Reporter and Notary Public in and for the State of Florida at large, do hereby certify that I was authorized to and did report said deposition in stenotype; and that the foregoing pages are a true and correct transcription of my shorthand notes of said deposition.

I further certify that said deposition was taken at the time and place hereinabove set forth and that the taking of said deposition was commenced and completed as hereinabove set out.

I further certify that I am not attorney or counsel of any of the parties, nor am I a relative or employee of any attorney or counsel of party connected with the action, nor am I financially interested in the action.

The foregoing certification of this transcript does not apply to any reproduction of the same by any means unless under the direct control and/or direction of the certifying reporter.

Dated this 22nd day of December, 2009.



Jamie Reynolds Bentley, Court Reporter

Page 57

1       DATE:       December 31, 2009  
2       TO:       Jeffrey Stephan  
3       IN RE:       GMAC Mortgage, LLC vs Ann M. Neu, Michelle Perez,  
          Douglas William

4  
5       CASE NO.:   50 2008 CA 040805XXXX MB

6       Please take notice that on Thursday, the 10th  
7       of December, 2009, you gave your deposition in the  
8       above-referred matter. At that time, you did not  
9       waive signature. It is now necessary that you sign  
10      your deposition.

11      Please call our office at the below-listed  
12      number to schedule an appointment between the hours  
13      of 9:00 a.m. and 4:30 p.m., Monday through Friday,  
14      at the Consor & Associates office located nearest  
15      you.

16      If you do not read and sign the deposition  
17      within a reasonable time, the original, which has  
18      already been forwarded to the ordering attorney, may  
19      be filed with the Clerk of the Court. If you wish  
20      to waive your signature, sign your name in the blank  
21      at the bottom of this letter and return it to us.

22                   Very truly yours,

23                   \_\_\_\_\_  
24                   Jamie Reynolds Bentley, Court Reporter  
25                   Consor & Associates  
                  1655 Palm Beach Lakes Blvd., Suite 500  
                  West Palm Beach, Florida 33401

26      I do hereby waive my signature.

27      \_\_\_\_\_  
28      Jeffrey Stephan

29      I do hereby waive my signature:

30      Cc: Via transcript: Chrisopher Immel, Esquire  
31      File copy

C E R T I F I C A T E

- - -

THE STATE OF FLORIDA

COUNTY OF PALM BEACH

I hereby certify that I have read the foregoing deposition by me given, and that the statements contained herein are true and correct to the best of my knowledge and belief, with the exception of any corrections or notations made on the errata sheet, if one was executed.

Dated this \_\_\_\_ day of \_\_\_\_\_,  
2009.

\_\_\_\_\_  
JEFFREY STEPHAN



Page 59

## E R R A T A   S H E E T

IN RE: GMAC MORTGAGE, LLC VS ANN M. NEU, MICHELLE PEREZ,  
DOUGLAS WILLIAM

CR: JAMIE REYNOLDS BENTLEY

DEPOSITION OF: JEFFREY STEPHAN

TAKEN: 12/10/09

DO NOT WRITE ON TRANSCRIPT - ENTER CHANGES HERE

PAGE #	LINE #	CHANGE	REASON
--------	--------	--------	--------

---

---

---

---

---

---

---

---

Please forward the original signed errata sheet to this  
office so that copies may be distributed to all parties.

Under penalty of perjury, I declare that I have read my  
deposition and that it is true and correct subject to any  
changes in form or substance entered here.

DATE: \_\_\_\_\_

SIGNATURE OF DEPONENT: \_\_\_\_\_

Ph. 561.682.0905 - Fax. 561.682.1771

1655 Palm Beach Lakes Blvd., Suite 500 - West Palm Beach, FL 33401

<b>A</b>	2:3	25:5,7 29:9	<b>assistant</b> 8:16	42:9 46:10
<b>able</b> 20:21 26:12	<b>allow</b> 23:16	31:4,10 32:9	15:24 16:4	51:22
<b>above-referred</b>	<b>ambiguous</b>	32:20 35:4,24	17:7 32:5	<b>a.m</b> 57:9
57:6	41:15	36:9,19 39:15	<b>Associates</b> 1:17	<b>A/K/A</b> 1:8
<b>access</b> 28:16	<b>amended</b> 45:24	40:4,10 41:25	1:22 57:9,17	
41:19 49:22	<b>analyst</b> 44:23	42:25 45:12	<b>Association</b>	<b>B</b>
<b>account</b> 34:21	45:1,18	46:19,22 47:7	26:22 46:9	<b>B</b> 3:11,15 24:22
35:2,6	<b>and/or</b> 46:5,11	47:16 48:8	<b>attached</b> 34:9	<b>back</b> 13:20
<b>accuracy</b> 8:6	56:15	50:9,18,20,23	35:11,18 36:5	15:21 27:17
12:19 19:5	<b>Ann</b> 1:8,8 57:3	53:2,11 54:4,6	36:12	37:4 48:4
<b>accurate</b> 10:6	59:2	<b>ascertain</b> 31:13	<b>attend</b> 16:12	<b>Bank</b> 39:5
12:22,24 17:21	<b>answer</b> 4:21	<b>ascertained</b>	<b>attention</b> 14:18	<b>base</b> 11:9
23:9,13 34:3	10:23 12:8	21:24	<b>attorney</b> 4:19	<b>based</b> 10:16
34:24,25 51:5	39:21 50:11	<b>ascertaining</b>	9:12,14,20,22	11:4 17:20
<b>acquired</b> 38:23	<b>answered</b> 31:5	35:12 50:7	11:17,19,20	21:24 26:20
<b>acronym</b> 26:23	31:10 41:25	<b>asked</b> 14:16	12:1,14,24	36:15 41:10
<b>acronyms</b> 26:19	50:10	31:4,10 33:23	13:2,3 18:2	47:5,20 48:11
<b>action</b> 56:13,13	<b>answers</b> 4:22	41:25 50:9	20:10 22:15,16	<b>basically</b> 5:14
<b>activities</b> 27:9	44:14 45:25	<b>asking</b> 9:20	31:18 33:11,25	32:7
52:4	<b>anybody</b> 28:20	12:10,11,25	34:16 37:7,25	<b>basis</b> 6:14 16:1
<b>actual</b> 34:22	<b>anybody's</b> 14:18	16:5	50:2 53:18,20	36:6
<b>additional</b> 38:9	<b>apparently</b>	<b>asks</b> 46:5	53:25 56:11,12	<b>Beach</b> 1:1,17,18
<b>administering</b>	18:15	<b>aspect</b> 16:25	57:11	1:23,23 2:11
27:9	<b>APPEARAN...</b>	<b>assign</b> 20:8	<b>attorneys</b> 12:6	55:3 56:3
<b>affiant</b> 34:20,22	2:1	21:18 29:13	17:21 35:15	57:18,18 58:4
35:1	<b>appeared</b> 19:20	30:15,20 31:14	42:21 43:6	<b>becoming</b> 14:13
<b>affidavit</b> 16:6	55:7	39:9,10 40:8	44:7 49:25	<b>behalf</b> 2:2,8
32:19 33:5,16	<b>appears</b> 19:7	<b>assigned</b> 16:21	<b>attorney-client</b>	26:10 27:12
33:22 34:18,24	<b>applicable</b> 27:21	29:8 31:8	43:1	28:24 39:13
36:3 37:5,23	<b>apply</b> 56:15	<b>assigning</b> 24:5	<b>authenticity</b>	<b>belief</b> 58:8
42:23 43:7,8	<b>appointment</b>	30:25	44:13	<b>believe</b> 22:6
43:10 46:14	57:8	<b>assignment</b>	<b>authority</b> 32:16	25:3 32:25
52:8	<b>approximately</b>	11:18,25 16:6	55:6	39:1,4
<b>affidavits</b> 6:15	6:22 7:19 10:1	17:9 22:11,20	<b>authorized</b>	<b>below-listed</b>
7:4,10 15:9	15:7,15	23:5,10 39:8	30:15 34:23	57:8
34:12	<b>Aquirre</b> 44:19	39:12,17,17	56:6	<b>beneficial</b> 46:6,7
<b>affirm</b> 4:7	<b>area</b> 16:22	41:13,24 51:11	<b>available</b> 34:1	47:4,13 48:6
<b>affirmed</b> 4:13	<b>ARROYAVE</b>	53:14	38:1	<b>Bentley</b> 1:21 4:3
<b>agents</b> 33:7	2:3 3:8 8:10	<b>assignments</b>	<b>average</b> 7:10	55:14 56:5,20
<b>ago</b> 30:9	10:21 11:6	6:14 7:1 14:21	10:2	57:17 59:3
<b>agree</b> 39:25	12:3,7 13:5	15:4,8 16:24	<b>aware</b> 17:6,8	<b>best</b> 58:7
<b>ahead</b> 35:4	15:1 17:23	20:22 22:21	22:5,8,11 23:2	<b>better</b> 34:5
<b>Alahamra</b> 2:4	18:17 20:3	23:17 24:16	24:11,14,15	<b>bit</b> 4:20
<b>ALEJANDRA</b>	21:10,15 22:2	26:9 28:24	26:24 28:10,15	<b>blacked</b> 27:25
	22:24 23:22	29:1	28:19,19 29:3	<b>blank</b> 57:12

Page

<b>Blvd</b> 1:17,23 57:18 <b>board</b> 16:12 <b>bottom</b> 57:13 <b>Brenda</b> 21:1,2 21:18,20 <b>bring</b> 49:8,16 <b>brings</b> 7:18,21 49:23 <b>brought</b> 49:12 <b>bulk</b> 15:18,19 <b>business</b> 51:13 51:16,24 52:2 52:4,11,19,21 53:3,21	34:13 59:7 <b>changed</b> 43:25 <b>changes</b> 59:6,20 <b>check</b> 11:21 31:19 <b>checked</b> 10:11 <b>chose</b> 18:2 <b>chosen</b> 14:25 15:2,6,7 <b>Chrisopher</b> 57:24 <b>CHRISTOPH...</b> 2:9 <b>Circle</b> 2:4 <b>CIRCUIT</b> 1:1,1 <b>claim</b> 36:4,7 <b>claiming</b> 33:5 <b>claims</b> 34:19 <b>classify</b> 28:9 <b>clear</b> 4:22 <b>Clerk</b> 57:12 <b>collecting</b> 27:10 <b>come</b> 9:9 <b>comes</b> 9:24 <b>coming</b> 41:1 <b>commenced</b> 56:10 <b>Commission</b> 55:15,16 <b>common</b> 18:19 24:15 43:10 <b>commonplace</b> 18:14 <b>communication</b> 49:24 50:1 <b>communicatio...</b> 34:17 <b>companies</b> 23:19 38:20 <b>company</b> 14:12 23:2 44:3 <b>company's</b> 48:11 <b>compare</b> 38:8 <b>compensation</b>	7:5 <b>complaint</b> 34:9 35:12,17,19 36:11,12 37:16 <b>complete</b> 38:16 <b>completed</b> 22:22 56:10 <b>completely</b> 36:1 <b>computer</b> 8:3 11:5,12 41:11 51:21,25 <b>concluded</b> 54:9 <b>conclusion</b> 47:8 47:17 48:9 <b>conducted</b> 52:4 <b>connected</b> 56:13 <b>considered</b> 32:6 <b>consistent</b> 16:9 <b>Conсор</b> 1:17,22 57:9,17 <b>consult</b> 26:10 31:1,7 <b>contact</b> 33:14,14 <b>contained</b> 58:7 <b>contributed</b> 27:3 <b>control</b> 33:7,9 41:17 42:20 56:15 <b>conversations</b> 33:24 <b>copies</b> 59:18 <b>copy</b> 17:15 24:19 32:14,23 34:8,10 35:17 35:22 36:5,6 36:18 37:15 57:25 <b>Coral</b> 2:5 <b>corner</b> 17:18 <b>corporate</b> 29:23 49:18 <b>corporation</b> 5:10,24 9:1 23:8 38:25	39:4,24 43:25 <b>correct</b> 7:3 10:12 11:13 12:20,25 13:3 15:25 17:2,24 18:13 21:9,25 22:1 23:21,23 24:9 27:11,23 29:2,15,16,19 31:15 32:10 34:9 35:22 36:12 37:6,9 38:10 39:5,6 40:9 42:11 43:15,16,22 44:8 46:24 48:14,15 50:8 51:14,25 52:4 52:16 53:7,23 53:25 54:1 56:7 58:7 59:20 <b>corrections</b> 58:9 <b>correspondence</b> 42:3 <b>counsel</b> 56:12,12 <b>COUNTY</b> 1:1 55:3 56:3 58:4 <b>couple</b> 38:9 <b>course</b> 7:20 52:3 52:18 <b>court</b> 1:1,21 4:3 4:7,23 46:25 54:7 55:14 56:5,20 57:12 57:17 <b>CR</b> 59:3 <b>create</b> 12:12 50:5 <b>created</b> 17:22 51:2,17 53:15 53:17,18,25 <b>creates</b> 12:2 13:2 <b>creating</b> 30:11	<b>creation</b> 20:7 <b>CROSS</b> 3:5 50:22 <b>current</b> 30:22 31:13 46:6,12 <b>currently</b> 5:18 8:23 <b>curriculum</b> 49:15 <b>custodian</b> 27:19 <b>custodians</b> 33:14 <b>custody</b> 33:6,9 34:20 35:1 41:16
<b>C</b>				<b>D</b>
<b>C</b> 3:16 4:1 17:19 17:21 20:11 26:1,2 50:25 56:1,1 58:1,1 <b>CA</b> 1:2 57:4 <b>call</b> 42:19 57:8 <b>calls</b> 47:7,16 48:8 <b>case</b> 1:2 17:10 32:18 35:11 36:11 37:16 38:15 41:13 42:22 57:4 <b>catch</b> 18:22 <b>cause</b> 4:5 <b>Cc</b> 57:24 <b>certain</b> 14:7 22:17 <b>certificate</b> 32:4 55:1 <b>certification</b> 56:14 <b>certify</b> 55:6 56:6 56:9,11 58:5 <b>certifying</b> 49:20 56:16 <b>chain</b> 10:19 <b>change</b> 18:8				<b>D</b> 3:2,16 4:1 29:24 30:1 <b>daily</b> 6:14 <b>data</b> 11:9 41:11 <b>date</b> 18:3,4 38:24 57:1 59:22 <b>Dated</b> 55:8,10 56:17 58:12 <b>day</b> 15:12 18:3 18:15 19:21 55:8,10 56:17 58:12 <b>days</b> 15:8,11 <b>day-to-day</b> 27:9 <b>DD</b> 55:16 <b>December</b> 1:14 55:8,10 56:17 57:1,6 <b>declare</b> 59:19 <b>deeds</b> 6:16 <b>Defendant</b> 2:8 <b>Defendants</b> 1:11 <b>defendant's</b> 3:15,15,16,16 3:17,17,18,18 3:19,19,20,20 3:21,21 17:13

24:22 26:2	56:16	<b>duces</b> 49:2	<b>entered</b> 46:23	50:6
30:1 32:1 33:1	<b>disagree</b> 25:4	<b>duly</b> 4:13 55:7	51:20 52:22	<b>executed</b> 10:14
37:1,12 38:4	<b>discovery</b> 26:1	<b>duties</b> 7:25	53:5 59:20	17:10 18:16
40:18,21 41:6	<b>discrepancy</b>	44:10,22 45:8	<b>entities</b> 5:14,18	19:22 22:12
44:16 46:2,15	48:2	45:16 50:7	8:8,12,17	32:22 43:8,11
49:3 50:25	<b>discussed</b> 47:11	<b>duty</b> 29:7,13	32:16 45:2	58:10
51:10 52:7	<b>distributed</b>	51:24	46:6,11	<b>executes</b> 12:5
<b>deliver</b> 13:17	59:18		<b>entitled</b> 26:6	<b>executing</b> 7:4,10
<b>department</b> 6:6	<b>document</b> 6:8	<b>E</b>	<b>entity</b> 8:6 9:12	10:3 15:8
13:12,13,21,22	6:16 8:2 16:21	<b>E</b> 3:2,11,17 4:1	20:16 23:16	16:21 26:9
20:18 33:24,25	17:22 18:12,15	4:1 31:24 32:1	24:1,1 25:19	34:11 37:22
34:4 35:7 44:6	21:8 26:6 30:4	56:1,1 58:1,1	29:8,15,18,20	41:13,24 44:10
<b>departments</b>	32:13,14,19,22	59:1,1,1	48:6,7,21,22	<b>execution</b> 6:8
34:17 42:4	33:11,22,22	<b>earlier</b> 8:20	<b>entries</b> 26:13	34:2
53:9	34:2,16 36:4	17:20 20:14	<b>equitable</b> 46:7	<b>exhausted</b> 33:16
<b>DEPONENT</b>	37:18,20,22	43:13 47:11,21	47:5,14	43:9
59:24	39:7 40:24,25	49:10	<b>errata</b> 58:9	<b>Exhibit</b> 17:12,13
<b>deponent's</b>	41:4 42:16,20	<b>easier</b> 7:14	59:18	24:22 25:25
49:15	45:4 50:2 51:1	23:18	<b>ESQ</b> 2:3,9	26:2 29:24
<b>deposition</b> 1:12	51:5 52:9,11	<b>effort</b> 42:24	<b>essentially</b> 27:21	30:1 31:24
4:3,18 49:2	52:15 53:16	<b>efforts</b> 33:17,19	<b>estimate</b> 7:12,20	32:1,24 33:1
50:25 51:11	<b>documentation</b>	<b>either</b> 11:4	<b>EX</b> 3:15,15,16	36:25 37:1,11
52:8 54:9 56:6	9:19 28:21	14:11 40:12	3:16,17,17,18	37:12 38:3,4
56:8,9,10 57:6	47:12,20	<b>Electronic</b> 15:22	3:18,19,19,20	40:20,21 41:5
57:7,10 58:6	<b>documents</b> 6:12	23:6,10,15	3:20,21,21	41:6 44:15,16
59:3,20	7:9,25 8:23	25:1	<b>exact</b> 15:20	46:1,2 49:3,7
<b>destroyed</b> 34:10	10:7,13 11:8	<b>employed</b> 5:21	45:18	50:25 51:10
35:23	12:2,5,12,13	<b>employee</b> 14:10	<b>exactly</b> 9:12	52:7
<b>determine</b> 20:1	13:2 14:4,21	56:12	<b>EXAMINATI...</b>	<b>ExhibitB</b> 24:21
20:21 21:21	15:9,12,13,15	<b>employees</b> 6:22	4:15	<b>exhibits</b> 50:21
31:2 34:1,17	20:25 27:22	14:7 19:1	<b>examined</b> 4:13	<b>exist</b> 5:18 24:16
35:21 38:19,22	28:17 34:11,12	51:18,21	<b>example</b> 11:18	<b>existed</b> 5:16
41:14	34:15 35:8	<b>endorsed</b> 38:15	<b>exception</b> 58:8	<b>expected</b> 21:14
<b>determined</b>	37:19 40:20	<b>endorsement</b>	<b>excuse</b> 18:8	<b>Expires</b> 55:15
20:11 35:14	41:11,17,19,24	38:24 39:3	34:14	<b>explain</b> 21:11
<b>determines</b>	42:5 43:17	<b>endorsements</b>	<b>excused</b> 54:8	26:25 27:4
20:16 37:25	44:9,10 45:9	38:9,13,16,18	<b>execute</b> 6:13,14	47:4 48:5
<b>difference</b> 5:5	45:20 49:8,12	40:1	7:1 8:1 11:9	<b>e-mails</b> 42:3
<b>different</b> 8:8	49:21,23 50:6	<b>ensure</b> 12:25	12:2 13:15	
23:19 25:19	<b>Douglas</b> 1:8	29:7,18	14:4 15:5,9	<b>F</b>
28:9 33:15	57:3 59:2	<b>enter</b> 17:12	16:24 20:2	<b>F</b> 3:17 32:24
<b>direct</b> 3:5 4:15	<b>draft</b> 49:25	24:20 25:25	24:16 28:24	33:1 52:7 56:1
41:9 49:24	<b>drafts</b> 37:8	29:24 32:24	29:14 33:21,23	58:1
56:15	<b>dropped</b> 43:20	36:24 51:24	36:3 39:12	<b>face</b> 10:10 21:9
<b>direction</b> 12:1	43:25	59:6	42:5,23 43:17	21:13 23:6

<b>fact</b> 35:22	4:4 55:2,15	53:11 56:9,11	35:16 37:4,11	<b>identify</b> 46:5,11
<b>facts</b> 34:23	56:2,5 57:18		41:9 44:12	<b>identifying</b>
<b>fair</b> 30:8 31:12	58:3	<b>G</b>	48:4 49:1	47:23
33:18,20 34:7	<b>follow</b> 36:1 53:1	<b>G</b> 3:18 4:1 36:25	50:24 52:5,6	<b>IMMEL</b> 2:9 3:6
47:13 48:19	<b>following</b> 22:10	37:1	<b>Government</b>	4:16 8:11 11:1
50:4	36:8 38:18	<b>Gables</b> 2:5	26:22	11:7 12:4,9
<b>familiar</b> 28:14	<b>follows</b> 4:14	<b>general</b> 35:7	<b>guess</b> 6:24 23:18	13:6 15:3
28:15 32:13	<b>foreclose</b> 9:21	<b>generated</b> 9:15	36:24	17:12,15,17
42:15 44:20,22	9:23 11:17	<b>Ginnie</b> 26:22		18:1,20 20:6
48:24	<b>foreclosing</b>	47:12,22 48:22	<b>H</b>	21:12,16 22:3
<b>Fannie</b> 46:9	20:16 21:22	<b>give</b> 4:8	<b>H</b> 3:11,18 37:11	23:1,24 24:19
47:4,23 48:22	<b>foreclosure</b> 6:5	<b>given</b> 7:14,24	37:12 59:1	24:24 25:6,8
<b>far</b> 7:10 24:11	9:11,15,15	8:2 9:20 10:2	<b>hall</b> 13:11	26:4 29:12,23
24:14 26:19	20:15,17 22:17	11:16 15:16	<b>hand</b> 13:19	30:3 31:6,11
42:8 43:3	22:22 33:24	17:6 42:4 58:6	18:21	31:24 32:3,12
<b>fashion</b> 27:7	34:2	<b>gives</b> 32:15	<b>handed</b> 19:22	32:21,24 33:4
33:16	<b>foregoing</b> 56:7	<b>giving</b> 32:7	36:13	35:9 36:2,10
<b>February</b> 39:1	56:14 58:5	<b>GMAC</b> 1:3 4:17	<b>handles</b> 34:2	36:22,24 37:3
<b>Federal</b> 46:8	<b>form</b> 8:10 11:6	5:4,5,6,7,13,21	<b>head</b> 4:21 24:14	37:11,14 38:3
<b>feel</b> 49:16	12:3,7 13:5	5:23,24 6:17	<b>headquarters</b>	38:6 39:19
<b>feels</b> 14:15	15:1 17:23	6:23 8:16,18	17:4	40:6,13,18,23
<b>fees</b> 14:13	18:17 20:3	8:21,23 9:16	<b>Heather</b> 18:24	41:5,8 42:1
<b>fiduciary</b> 29:7	21:10,15 22:2	17:1,1 20:2	<b>hereinabove</b>	43:2 44:15,18
<b>FIFTEENTH</b>	22:24 23:22	21:13 22:20	56:9,10	45:14 46:1,4
1:1	29:9 31:4 32:9	23:8 26:25	<b>hold</b> 16:8	46:21,23 47:2
<b>file</b> 9:11,14	32:20 35:4,24	27:1 28:8,16	<b>holder</b> 27:1	47:10,19 48:10
22:16 27:20	36:9,19 39:15	28:20,23 30:18	52:16	49:5 50:13,19
57:25	40:4,10 50:9	32:4,16 38:22	<b>honest</b> 7:12 8:17	52:24 53:13
<b>filed</b> 32:18 36:11	59:20	39:4,5 43:5,7	<b>honestly</b> 14:19	54:3,5
37:15 38:14	<b>formal</b> 42:19	43:14,17 45:1	24:10,17 45:3	<b>Immel, Esquire</b>
41:13 57:12	<b>format</b> 26:15	48:13,20,23	53:8	57:24
<b>files</b> 21:21 28:9	<b>formats</b> 26:17	49:19 51:13,17	<b>hours</b> 57:8	<b>improperly</b>
<b>filing</b> 22:22	<b>formerly</b> 5:16	51:18,21 52:11	<b>hundred</b> 7:17	14:16 41:16
35:19 37:17	<b>forming</b> 53:21	52:15,23 53:3		<b>indicating</b> 24:7
<b>financially</b>	<b>forth</b> 27:10 56:9	53:6,17,21	<b>I</b>	25:3
56:13	<b>forward</b> 59:18	57:3 59:2	<b>Ice</b> 2:9	<b>individual</b> 21:20
<b>find</b> 45:5	<b>forwarded</b>	<b>GMAC's</b> 52:3	<b>identification</b>	<b>individuals</b>
<b>finishes</b> 10:22	57:11	52:19,21	17:14 24:23	28:23
<b>first</b> 4:13 11:16	<b>found</b> 38:7 41:1	<b>GMCA</b> 5:10	26:3 30:2 32:2	<b>information</b> 9:6
24:19 26:13	43:11	<b>go</b> 12:23 32:5	33:2 37:2,13	9:9 11:3,8,11
30:6,14 38:24	<b>Friday</b> 57:9	33:15 35:4	38:5 40:22	11:15,16 12:21
<b>five</b> 5:22,25 6:3	<b>front</b> 19:23	49:1,11	41:7 44:17	12:24 13:1
15:10,11	<b>fun</b> 50:20	<b>goes</b> 9:7 20:15	46:3 49:4	17:22 21:7,17
<b>Florida</b> 1:1,18	<b>fund</b> 27:3	42:25	<b>identified</b> 26:21	26:14,16 41:12
1:22,23 2:5,11	<b>further</b> 21:11	<b>going</b> 15:21	46:9 47:12,22	50:8 51:5,12

51:17,20,22,25 52:2,10,14,18 52:21,22 53:15 <b>initial</b> 11:24 <b>initially</b> 44:5 <b>instance</b> 22:20 <b>instances</b> 48:17 <b>instructed</b> 9:21 <b>instruction</b> 42:4 <b>instructs</b> 9:22 <b>instrument</b> 43:8 <b>instruments</b> 34:22 35:3 <b>interest</b> 24:8 46:7,13 47:5 47:14 48:6,7 <b>interested</b> 56:13 <b>interpretation</b> 25:4,11 <b>interrogatories</b> 44:13 48:5 <b>interrogatory</b> 46:20 <b>interrupt</b> 10:21 <b>introduced</b> 46:19 <b>investor</b> 26:21 26:21,23 27:2 27:4,12,16 28:3,7 38:25 39:23 47:13,21 47:23 <b>investors</b> 23:7 33:15 <b>involved</b> 33:19	55:6 57:2,22 58:19 59:3 <b>job</b> 13:24 14:6 16:25,25 <b>Juan</b> 44:19 <b>JUDICIAL</b> 1:1 <b>junior</b> 32:8	<b>Lakes</b> 1:17,23 57:18 <b>language</b> 24:16 <b>Lapin</b> 2:3 <b>large</b> 4:5 56:6 <b>late</b> 50:2 <b>Law</b> 20:10 <b>lawsuit</b> 22:23 <b>lead</b> 6:8 16:21 21:1 34:2 <b>leader</b> 6:5 <b>Leading</b> 52:24 <b>left-hand</b> 17:18 <b>legal</b> 2:9 16:22 46:12,12 47:8 47:17 48:7,9 <b>Leichtling</b> 2:3 <b>lender</b> 25:12,13 25:20,20 29:7 39:2,13,14 <b>lenders</b> 25:17 <b>letter</b> 17:13 24:22 26:2 30:1 32:1 33:1 37:1,12 38:4 40:21 41:6 44:16 46:2 49:3 57:13 <b>letters</b> 42:3 <b>level</b> 14:9 <b>liability</b> 44:3 <b>lie</b> 47:14 <b>lien</b> 11:21 30:15 30:20 31:14 <b>liens</b> 30:25 31:8 <b>limited</b> 8:18 32:6,16 43:18 44:3,13 <b>line</b> 24:6 59:7 <b>list</b> 49:8,20 <b>litigation</b> 44:23 44:25 45:17 <b>little</b> 4:20 <b>LLC</b> 1:3 4:17 5:4,5,6,7,13,21	6:23 8:21,24 17:1,1 20:2 21:14 23:8 28:16 30:18 32:4 38:22 43:14,18 44:1 44:4 45:1 57:3 59:2 <b>loan</b> 23:20 27:10 27:17 28:3,7,8 30:15,21,23 31:16 34:21 35:3 46:16,17 47:15 48:4,18 48:18,21 <b>loaned</b> 27:13 <b>loans</b> 23:17,19 48:13 <b>locate</b> 35:8 <b>located</b> 11:5 33:13,14 57:9 <b>locations</b> 42:10 <b>long</b> 5:20 10:2 <b>longer</b> 5:18 <b>look</b> 46:10 47:3 50:21 <b>lost</b> 32:19 33:22 33:22 34:4,5 34:10,12,18 35:22 36:3,18 37:4,22 42:8 42:23 43:4,7,7 43:10 45:8,20 52:8,11,14 53:24	19:21 22:4,7,7 22:12 23:8 <b>Margie</b> 6:19 <b>mark</b> 46:1 <b>marked</b> 17:13 24:22 26:2 30:1 32:1 33:1 37:1,12 38:4 40:21 41:5,6 44:16 46:2 49:3 50:25 51:10 52:7 <b>Marshall</b> 17:19 17:21 20:10 22:15 <b>matter</b> 57:6 <b>MB</b> 1:2 57:4 <b>mean</b> 25:22 26:13,18,23 27:6,19 <b>means</b> 32:15 56:15 <b>meetings</b> 16:13 <b>member</b> 19:10 19:15 30:16,17 30:22,24 31:13 53:17 <b>members</b> 14:3 <b>mentioning</b> 43:14 <b>MERS</b> 7:2,5,7 8:13,15 16:7,8 16:13,15,16,18 16:19,24 17:3 20:8 21:17 22:20 23:19 24:4,8,13 25:9 26:1,10,10,23 28:17,21,24,25 29:3,14,18 30:16,21,23 31:1,7,17,22 31:22 39:9,9 39:10,13,23 40:2,7 41:11
<b>J</b> <b>J</b> 3:19 40:20,21 <b>Jamie</b> 1:21 4:3 55:14 56:5,20 57:17 59:3 <b>Jeffrey</b> 1:12 3:6 3:7 4:12,18 5:2 40:19 41:3,12 50:22 53:12	<b>K</b> <b>K</b> 3:20 41:5,6 <b>keep</b> 4:20 <b>keeps</b> 20:25 <b>kept</b> 51:13 52:3 52:11,18 <b>kind</b> 18:22 <b>know</b> 6:24 10:2 14:8,11,17,19 18:25 19:13,18 19:25 23:4 24:6,10,17 25:23 27:18,25 29:21 30:19 31:16 32:10 40:14 42:12,17 43:12 44:19,20 44:25 45:3,7 45:12,15 51:7 53:8 <b>knowledge</b> 9:11 9:25 10:14,16 11:4,19 21:7 23:16 24:3 27:6 34:20,22 35:2,6 40:5,11 40:15 47:18 48:12,15 50:7 51:1,4 52:22 53:6 58:8 <b>Kwiatanowski</b> 6:19 <b>K-W-I-A-T-A...</b> 6:21	<b>L</b> <b>L</b> 3:20 44:15,16	<b>M</b> <b>M</b> 1:8 3:21 46:1 46:2 57:3 59:2 <b>Mae</b> 26:22 46:9 47:4,12,22,23 48:22,22 <b>majority</b> 16:3 <b>making</b> 36:6 <b>March</b> 18:3,5	

41:12,17,18,19 41:22 47:11,20 49:19,20 <b>Michelle</b> 1:8 57:3 59:2 <b>Min</b> 26:6 <b>mind</b> 4:21 <b>Minnesota</b> 42:14 45:5 <b>Mischaracteri...</b> 31:5 <b>mix</b> 15:13,14 <b>Monday</b> 57:9 <b>monies</b> 27:13,15 <b>month</b> 7:14,18 10:2 <b>mortgage</b> 1:3 4:17 5:6,10,23 6:15,23 8:16 8:24 14:21 15:5,22 17:1 17:10 20:2 21:13 22:9,12 23:5,6,7,8,10 23:15,21 24:5 24:20 25:1,1,9 26:9,22 27:1,9 27:20 28:10,11 28:16 29:8,19 30:15,18,21,23 31:16 32:4 34:21 35:3 38:22,23,25 39:4,12,17,22 39:23 40:8 41:13,24 43:18 43:21 45:1 46:8,16,17 48:4,13,20 51:11,13,18,18 51:21 52:15 53:15,17,21 57:3 59:2 <b>mortgagee</b> 20:21 21:8,14	23:11,25 24:25 25:10,14 30:21 40:3 <b>mortgages</b> 29:14 51:13 52:11 <b>move</b> 25:24  <b>N</b> N 3:2,21 4:1 49:3 <b>name</b> 4:25 5:2,8 8:12 9:15,21 9:22 11:17,21 20:24 21:3,21 22:17,19 32:15 42:17,18,19,20 43:20,21 44:21 57:12 <b>named</b> 23:25 <b>naming</b> 30:21 <b>National</b> 26:22 46:8 <b>nature</b> 7:11 <b>nearest</b> 57:9 <b>necessary</b> 57:7 <b>need</b> 4:22 6:16 16:4 22:19 39:8 <b>needed</b> 6:15 9:12 11:17,25 34:18 49:16 <b>needs</b> 33:11 <b>negotiating</b> 30:12 <b>network</b> 11:12 12:25 22:15,16 31:18 34:16 37:8 <b>networks</b> 11:5 <b>Neu</b> 1:8,8 4:18 57:3 59:2 <b>never</b> 17:3 35:20 <b>new</b> 20:21 29:19 40:1	<b>newly</b> 38:7 <b>nod</b> 4:21 <b>nods</b> 24:14 <b>nominee</b> 23:7 25:12,15,22 29:15,18 39:13 39:23 <b>normally</b> 36:17 <b>notaries</b> 14:7 <b>notarize</b> 13:14 13:15,19 14:4 14:16,20 18:15 <b>notarized</b> 13:8,8 19:24 <b>notarizing</b> 13:25 <b>notary</b> 1:22 4:4 13:10,12,17 14:10,13,15,23 18:9,14,22 19:15 55:15 56:5 <b>notations</b> 58:9 <b>note</b> 24:1,5,9 27:21 28:11 33:8 34:4,8,10 35:11,18,21,23 36:5,12,14,18 37:5,15,22,25 37:25 38:7,14 38:19,23 39:18 40:1,8 42:8,13 42:23 43:4,7 43:10,11 44:13 45:5 46:8,13 46:15 47:5 52:16,23 53:5 53:6,24 <b>notes</b> 36:17 38:8 38:12 56:7 <b>note-holder</b> 30:22 31:14 <b>note-holders</b> 40:2 <b>notice</b> 24:25 37:16 49:2	57:5 <b>number</b> 3:13 7:19 15:20 27:25 28:1,4,8 28:9 57:8  <b>O</b> O 4:1 <b>OATH</b> 55:1 <b>Object</b> 15:1 35:4 <b>objected</b> 41:15 <b>Objecting</b> 12:7 <b>objection</b> 8:10 11:6 12:3 13:5 17:23 18:17 20:3 21:10,15 22:2,24 23:22 29:9 31:4 32:9 32:20 35:24 36:9,19 39:15 40:4,10 41:10 42:25 47:7,16 48:8 50:9 52:24 <b>observation</b> 39:6 <b>observe</b> 38:11 <b>obtains</b> 11:3 <b>occurred</b> 34:6 42:24 43:4 <b>office</b> 13:8 20:10 35:15 42:15 57:8,9 59:18 <b>officer</b> 6:17 8:19 15:21 32:7,8 32:17 <b>officers</b> 43:18 49:20 <b>offices</b> 17:4,19 <b>Oh</b> 6:1 24:11 44:2 <b>okay</b> 5:3,9,11,13 5:20,23 6:1,7 6:10,18,22,25 7:9,21,24 8:4,8	8:14,20 9:1,6 9:18 10:1,6 11:11,23 12:16 12:21 13:7,13 13:21 14:6,9 14:15 15:7,11 15:15,21 16:7 16:12,23 17:3 17:9,11 18:2,7 18:11,14,21,24 19:10 20:7,17 20:20 21:4,23 22:4,21 23:5 23:13 24:11,15 24:18 25:14,19 25:22,24 26:16 26:20 27:5,8 27:15,19,24 28:3,10,15,19 28:23 29:3,6 29:22 30:14,20 31:7,12,20,23 32:13,18,22 33:5,18,21 34:3,8,19 35:10,16 36:15 37:10,21 38:2 38:12 39:25 40:7,14,17 41:2,21,23 42:2,21 43:10 43:13 44:2,5 44:22 45:4,7 45:11,20,24,25 46:15,18 47:20 48:2,13,17,20 49:1,14,18 50:4 51:9 52:6 52:14 53:10,20 53:24 54:2,7 <b>once</b> 33:10 34:15 35:14 37:24 <b>open</b> 33:12 <b>order</b> 22:19
--	--	---	---	---

<b>ordering</b> 57:11	20:18 45:4	13:16	<b>prior</b> 5:23 22:22	<b>randomly</b> 15:6,7
<b>ordinarily</b> 6:13	<b>partake</b> 42:9	<b>place</b> 33:10 56:9	23:9 31:5	<b>read</b> 54:6 57:10
14:25	<b>partially</b> 38:15	<b>plaintiff</b> 1:4 2:2	38:19 41:12,24	58:5 59:19
<b>organization</b>	<b>particular</b> 29:15	33:6,7 41:16	42:22	<b>really</b> 16:25
27:2	29:18 35:10	<b>plaintiff's</b> 33:7	<b>privilege</b> 43:1	21:6 27:3,16
<b>original</b> 29:7	<b>parties</b> 56:12	45:24	<b>proceed</b> 9:14	36:6
32:19 33:11,22	59:18	<b>please</b> 4:25	22:17,19	<b>reason</b> 22:11
34:12,21 35:3	<b>party</b> 56:12	46:11 57:5,8	<b>process</b> 9:10,17	59:7
35:19 36:4	<b>passed</b> 24:1	59:18	9:25 11:20	<b>reasonable</b>
39:2,13 52:8	<b>passing</b> 23:16	<b>point</b> 9:13 11:24	14:13,17 22:14	57:11
52:11,14 53:4	<b>pay</b> 14:12 27:17	21:23	33:10	<b>receive</b> 7:5 42:2
57:11 59:18	<b>payments</b> 27:10	<b>policy</b> 23:2	<b>processes</b> 38:1	49:24 50:1
<b>origination</b>	<b>penalty</b> 59:19	<b>pool</b> 27:24,25	<b>produced</b> 49:13	<b>received</b> 16:20
23:16	<b>Pennsylvania</b>	<b>portion</b> 34:19	<b>production</b>	26:1 27:15
<b>oversee</b> 7:22	33:13	<b>position</b> 36:21	40:19 41:3	<b>receives</b> 9:14
12:17	<b>people</b> 7:22,23	36:23	49:9,14	<b>recollect</b> 19:25
<b>owe</b> 29:6,17	7:24 14:3	<b>possession</b> 1:9	<b>promissory</b>	30:7
<b>owner</b> 27:1	16:16 19:5	27:20	30:22 31:14	<b>recollection</b>
38:19 48:23	42:10,12 43:4	<b>possible</b> 19:4,6	46:8,13 47:5	32:15
52:15,23 53:4	<b>percent</b> 9:16	19:21 48:20,24	<b>proper</b> 22:19	<b>record</b> 5:1 17:18
53:6	11:19	<b>prepare</b> 8:5	29:8 41:14	38:16 49:7
<b>owners</b> 40:2	<b>Perez</b> 1:8 57:3	51:12 52:10	<b>PROPERTY</b>	<b>records</b> 20:20
46:6,12	59:2	<b>prepared</b> 51:7	1:10	26:7,10 28:17
<b>ownership</b>	<b>performing</b>	<b>preparing</b> 7:25	<b>protocols</b> 48:11	31:2 33:15
44:13 48:4	23:17	<b>present</b> 13:10,14	<b>provided</b> 36:15	41:11 49:21
<b>owns</b> 48:13	<b>perjury</b> 59:19	13:16	49:9,18	51:13,16 52:2
	<b>person</b> 19:7	<b>presented</b> 10:7	<b>Public</b> 1:22 4:4	52:12,19,21
<b>P</b>	20:24 46:11	15:16 47:21	55:15 56:5	53:3,21
<b>P 4:1</b>	47:14	49:19	<b>pull</b> 22:18	<b>RECROSS</b> 3:5
<b>page</b> 3:13 24:20	<b>personal</b> 10:14	<b>presently</b> 8:13	<b>P.A</b> 2:9	<b>REDIRECT</b> 3:5
26:5 37:17	11:4 34:20,22	11:22 31:21	<b>p.m</b> 1:14,14 57:9	53:12
59:7	35:2 49:17	33:6		<b>refer</b> 20:21
<b>pages</b> 56:7	53:5	<b>president</b> 7:2,5	<b>Q</b>	21:21
<b>paid</b> 16:7	<b>personally</b>	8:15 15:23	<b>question</b> 10:23	<b>referral</b> 9:13,16
<b>Palm</b> 1:1,17,18	18:25 19:13,18	16:4,10,19,24	12:8 20:5 25:5	9:24 20:15,15
1:23,23 2:11	19:20,23 55:7	17:7 29:6 39:9	25:7 29:11	20:17 44:6,6
55:3 56:3	<b>persons</b> 46:5	41:18	52:13	<b>referred</b> 9:11
57:18,18 58:4	51:17 52:22	<b>presumes</b> 41:16	<b>questions</b> 50:18	22:16
<b>paragraph</b>	53:5	<b>presumption</b>	<b>quite</b> 30:9	<b>refers</b> 28:1
25:12 30:14,20	<b>perspective</b>	21:24	<b>quote</b> 8:18 15:20	<b>reflected</b> 28:12
34:20 41:9	16:25	<b>previous</b> 38:10		<b>regarding</b> 40:19
47:22	<b>pertaining</b>	<b>previously</b>	<b>R</b>	41:3 53:3
<b>paragraphs</b>	34:21 35:2	50:24 51:10	<b>R 4:1</b> 56:1 58:1	<b>regards</b> 25:22
42:7 47:3	<b>physical</b> 22:8	52:7	59:1,1	<b>register</b> 30:16
<b>part</b> 6:25 13:24	<b>physically</b> 13:13	<b>primary</b> 50:5	<b>raise</b> 14:17	<b>registered</b> 30:16



30:23,24 31:2 31:17 <b>Registration</b> 15:22 23:7,10 23:15 25:2 <b>regularly</b> 52:3 <b>Reinhart</b> 18:24 <b>relate</b> 28:6 <b>relationship</b> 27:4 <b>relative</b> 56:12 <b>rely</b> 34:15 <b>relying</b> 12:24 13:3 31:18 49:13 53:21 <b>remained</b> 40:2 <b>renewal</b> 14:13 <b>rephrase</b> 22:10 35:25 38:21 52:25 <b>report</b> 6:18,19 16:15 56:6 <b>Reported</b> 1:21 <b>reporter</b> 1:21 4:4,7,23 46:25 54:7 55:14 56:5,16,20 57:17 <b>representative</b> 16:18 <b>representing</b> 37:8 42:22 <b>reproduction</b> 56:15 <b>request</b> 12:5 16:19 33:12 40:19 41:3,10 42:7 43:5 49:9 49:13 <b>requested</b> 49:8 <b>requesting</b> 34:16 <b>required</b> 13:7 <b>requirement</b> 14:6	<b>rerecorded</b> 24:2 <b>resolution</b> 29:23 49:19 <b>response</b> 41:2 <b>responsibilities</b> 6:7 7:1 13:24 14:1,2 16:8,23 45:19,21 <b>responsibility</b> 13:25 16:20 28:20,25 29:17 32:7 50:5 <b>return</b> 17:19 57:13 <b>returned</b> 50:3 <b>review</b> 8:2,6 34:11,13,14,15 35:13,21 36:17 37:24 38:12 41:23 44:9 50:14 <b>reviewed</b> 19:5 35:20 37:22 39:22 41:12 <b>reviews</b> 9:7 12:19 <b>Reynolds</b> 1:21 4:3 55:14 56:5 56:20 57:17 59:3 <b>right</b> 4:17 5:19 8:20 10:15,18 13:18,21,23 14:12 16:23 17:9 20:1 22:4 24:4,6,18 25:3 25:11,14 27:24 29:22 31:12 35:10 36:24 39:2,20 40:14 40:17 42:21 43:20 48:3 49:1,6 50:4,13 50:15 51:18 54:3,5	<b>role</b> 30:11 <b>round</b> 7:19  <b>S</b> <b>S</b> 1:9 3:11 4:1 59:1 <b>Sansbury's</b> 2:10 <b>saw</b> 30:6 <b>saying</b> 36:1 53:1 <b>says</b> 17:18 19:20 24:4,25 25:9 25:11,12 26:21 30:14 34:8 38:25 46:11 <b>schedule</b> 57:8 <b>scope</b> 52:3,19 <b>se</b> 8:5 <b>search</b> 34:6 42:8 42:9,16 43:3 <b>searched</b> 42:10 42:13 <b>searches</b> 34:4 45:8 <b>searching</b> 45:20 <b>second</b> 10:22 16:5 26:5 37:4 50:14 <b>secretary</b> 8:16 15:24 16:5,15 17:7 32:5 <b>securitized</b> 28:11,12 <b>see</b> 22:18 24:6 38:8,24 39:3,7 49:11 <b>seen</b> 9:3 26:7,14 26:16 30:4 36:4 37:18,19 37:19 38:13 40:24,25 <b>senior</b> 44:23,25 45:17 <b>sent</b> 12:13 <b>service</b> 6:11 48:18	<b>servicer</b> 27:4,8 48:21,23 <b>servicers</b> 27:16 <b>services</b> 48:14 <b>set</b> 22:14 46:20 56:9,10 <b>sets</b> 34:19 <b>sheet</b> 58:9 59:18 <b>shorthand</b> 56:7 <b>show</b> 35:17 50:24 51:9 52:6 <b>shown</b> 30:24 <b>sic</b> 13:14 <b>sign</b> 7:10 8:1,8 8:12,13,16,23 15:23 16:1,3 31:22 32:16 57:7,10,12 <b>signature</b> 6:17 9:4 16:5 18:11 32:23 33:3 37:5 57:7,12 57:20,23 59:24 <b>signed</b> 10:1 33:5 38:25 59:18 <b>signing</b> 8:7,19 10:4 15:21 32:6,17 43:18 <b>simply</b> 4:21 12:19 <b>situation</b> 38:14 <b>SNE</b> 41:14 <b>sole</b> 13:25 <b>somebody</b> 45:7 45:8 <b>sorry</b> 10:20,24 22:7,13 30:7 38:21 39:10 50:19 <b>speak</b> 20:18 <b>specific</b> 15:11 35:5 50:7 53:16 <b>spell</b> 6:20	<b>spelled</b> 21:5 <b>spend</b> 10:3 15:8 <b>Staehle</b> 21:3,19 21:20 <b>stands</b> 44:4 <b>start</b> 39:10 <b>state</b> 1:22 4:4,25 55:2,15 56:2,5 58:3 <b>stated</b> 8:20 9:19 20:14 24:8 31:1 34:23 39:16 43:19 49:21 <b>statement</b> 10:12 32:11 34:7 48:16,19 <b>statements</b> 17:20 58:6 <b>states</b> 39:22 45:17 <b>stating</b> 9:12 11:18 <b>Ste</b> 1:17 <b>stenotype</b> 56:6 <b>Stephan</b> 1:12 3:6,7 4:12,18 5:2 40:20 41:3 41:12 50:22 53:12 55:7 57:2,22 58:19 59:3 <b>stored</b> 11:9 <b>subject</b> 1:9 59:20 <b>substance</b> 59:20 <b>substantial</b> 34:10 35:17,22 36:6 42:23 43:3 <b>successors</b> 25:13 25:20 <b>Suite</b> 1:23 2:4 2:10 57:18 <b>summary</b> 26:6
---	--	---	--	---

28:13 supplying 9:16 supposed 22:21 27:8 sure 4:19 5:12 6:25 9:17 10:22,24 11:19 14:20 20:4 24:18 26:25 30:8 36:17 43:13 45:18 53:1 Susan 19:15 swear 4:7 sworn 4:13 55:8 system 9:7 12:23 28:25 29:4 30:23 31:7,17 33:12 41:11,17 41:19 49:20 51:21,25 systems 8:3 15:22 23:7,10 25:2 S-T-A-E-H-L-E 21:3	42:18 43:5 45:4 49:23 teams 43:5 tecum 49:2 tell 18:4 21:6 26:12 ten 15:17 TENANT 1:9 testified 4:14 testimony 4:8 31:5 Thank 17:16 50:17 54:5 thing 4:20 43:19 things 4:19 7:11 15:5 21:25 25:20 47:25 think 5:7 21:5 44:19 46:25 50:13,15,15 Thursday 1:14 57:5 time 15:17,17,17 16:3 19:23 26:13 30:6 33:6,12 40:8 48:5 51:22 56:9 57:6,11 times 16:4 title 6:4 11:21 16:9 17:6 22:18,18 31:19 31:21 today 49:12 50:16 top 17:18 tough 7:12 10:5 training 7:7 transcript 56:14 57:24 59:6 transcription 56:7 transfer 6:11 22:8 23:18 transferred	29:19 40:1,9 transfers 23:6 traveling 50:17 true 11:2 34:9 35:22 36:18 56:7 58:7 59:20 truly 57:14 truth 4:8,9,9 try 35:7 trying 5:7 turn 26:5 44:12 49:7 Turner 19:15 two 38:8,12 47:25 type 6:12,15,16 8:6 11:18 14:9 14:10 15:12 16:6 26:14,16 38:13 50:1 types 15:12 typically 14:10 18:21 Tyra 19:7,10	33:13 UNKNOWN 1:9 update 28:21,25 updated 29:4 use 5:8 9:10  V vague 41:15 value 10:10 21:9 21:13 various 15:9 28:23 43:4 verify 11:21 12:21,23 31:21 versus 4:18 16:2 17:7 vice 7:1,4 8:15 15:23 16:3,9 16:19,24 17:7 29:6 39:9 41:18 vitae 49:15 vs 1:6 57:3 59:2  W wait 13:19 waive 57:7,12 57:20,23 want 10:22 wanted 49:11 Watson 17:19 17:21 20:11 22:15 way 2:10 4:23 21:5 27:3 35:12 39:21 week 7:10 15:8 weren't 19:23 West 1:18,23 2:11 57:18 we've 9:3 39:22 Wilks 19:8 William 1:8 57:3 59:2	Wilson 19:9,10 wish 57:12 Witness 3:5 4:10 10:24 17:16,24 18:18 20:4 21:11 23:23 24:14 29:10 32:10 33:3 35:5,25 36:8 36:20 39:16 40:5,11 45:13 47:9,18 50:11 52:25 54:8 witnesses 14:25 15:4,5 18:24 word 5:7,12 26:23 work 5:3 11:20 27:7 41:22 43:14 53:8 worker 53:17 works 45:2 wouldn't 10:13 23:20 37:21 40:5,11 45:21 WRITE 59:6  X X 3:2,11  Y Yeah 50:19 years 5:22,25 6:3  0 040805XXXX 1:2 57:4  1 1 34:20 1:00 1:14 10 1:14 10th 55:8 57:5 10,000 7:19,21
--	--	---	---	---

10:1	4 3:6			
100 9:16 11:19	4th 18:3,10			
104 2:10	19:21			
12/10/09 59:4	4:30 57:9			
13 7:23	40 3:19			
1655 1:17,23	41 3:20			
57:18	44 3:20			
17 3:15	453053 55:16			
1975 2:10	46 3:21			
2	49 3:21			
2 30:20 47:3	5			
2:30 1:14	5 41:9 47:22			
2002 39:1	5th 18:5,6 22:4			
2008 1:2 57:4	22:12			
2009 1:14 18:3	50 1:2 57:4			
22:4,7,12,13	500 1:17,23 7:17			
23:8 55:8,10	57:18			
56:17 57:1,6	51 3:8			
58:13	54 3:6			
22nd 55:10	561 2:11			
56:17	561)682-0905			
225 2:4	1:24			
24 3:15	569-4100 2:5			
26 3:16	7			
27th 39:1	7 42:7			
3	7/20/2013 55:15			
3 46:11 47:3	798-5658 2:11			
3rd 18:5,9 19:22	8			
22:6,7,7,13	800 2:4			
23:8	9			
30 3:16	9:00 57:9			
305 2:5				
31 57:1				
32 3:17				
33 3:17				
33134 2:5				
33401 1:18,23				
57:18				
33411 2:11				
37 3:18,18				
38 3:19				
4				

**EXHIBIT “ C ”**

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE COMPANY  
AS AN ACCOMMODATION ONLY

RECORDING REQUESTED BY:  
Mortgage Electronic Registration Systems, Inc.  
as Nominee for Mortgageit, Inc.

ORDERED MAIL TO:  
Duncan, LLP  
Jutland Drive, Suite 200  
Box 17933  
San Diego, CA 92117-0933

2009-094899

09:34am 07/16/09 AT Fee: 9.00

Count of pages 1

Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder



21-028478

### ASSIGNMENT OF DEED OF TRUST

VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to HSBC BANK A. as Trustee for DALT 2007-AO3 all beneficial interest under that certain Deed of Trust dated 12/22, 2007, executed by Raul Estiva and Corazon Estiva, husband and wife as joint tenants to City National Title, as trustee, for Mortgage Electronic Registration Systems, Inc., Solely as Nominee for Mortgageit, Inc., as beneficiary, and recorded as Instrument No. 2007-050317 on April 07, in the State of California, San Mateo County Recorder's Office. Together with the Note or Notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

5-26-09

Mortgage Electronic Registration Systems, Inc., Solely  
as Nominee for Mortgageit, Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Jeffrey Stephan  
Vice President

Penney Ivasic  
of Montgomery  
5/26/09  
Jeffrey Stephan

) ss.

before me,

Thomas P. Strain

Notary Public

who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

Under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Thomas P. Strain  
Notary Public

(This Area for Official Notary Seal)

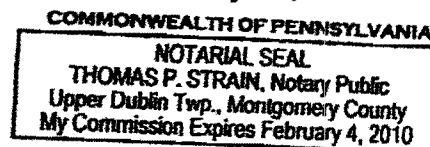


EXHIBIT C

AA46

Locate No. CAFNT0941-0938-0007-0009565509

**LEGAL DESCRIPTION**

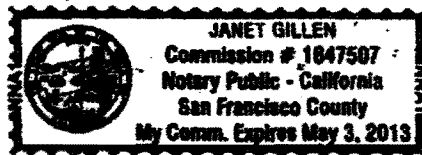
**EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN MATEO, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 11, BLOCK 3, AS SHOWN ON THAT CERTAIN MAP ENTITLED "FOOTHILL TERRACE", FILED IN THE OFFICE OF THE RECORDER ON JUNE 10, 1946 IN BOOK 25 OF MAPS AT PAGE(S) 59.

JPN: 034-031-312-03

APN: 034-312-030



*Janet Gillen, Notary Public*  
*1/27/11*

**EXHIBIT “ D ”**

CALIFORNIA COURT OF APPEALS  
FOR THE FIRST APPELLATE DISTRICT DIVISION FOUR

No. A134401

Terrell Solis Aulet and Sandra Aulet Aulet

Appellants

vs.

U.S. Bank, U.C. MAC Mortgage U.S. Bank, U.C. MAC Mortgage  
and U.C. MAC Mortgage, NBC Bank, U.S.A. de Mexico, U.C. MAC  
Mortgage Electronic Systems, Inc., PricewaterhouseCoopers, LLP

Appellees

Case No. 03-05-0151

Appeal from the Superior Court of California

County of San Mateo

Filed for Record on March 4, 2015

APPELLANTS' OPENING BRIEF

Terrell Solis Aulet  
Sandra Aulet Aulet  
c/o Fulton Clark De  
Hillsborough, CA 94011  
708-831-6417

Appellants by Postage

FILED

MAR 5 2015

CLERK OF COURT



TO BE FILED IN THE COURT OF APPEAL

APP-008

COURT OF APPEAL, FIRST APPELLATE DISTRICT, DIVISION FOUR		Court of Appeal Case Number: A134461
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Fermin Solis Aniel and Erlinda Abibas Aniel in Pro Per 75 Tobin Clark Dr. Hillsborough, CA 94010  TELEPHONE NO.: 650-284-6417 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Pro Se		Superior Court Case Number: CIV502857
APPELLANT/PETITIONER: Fermin Solis Aniel et. al.  RESPONDENT/REAL PARTY IN INTEREST: ETS Services, LLC et. al.		FOR COURT USE ONLY
<b>CERTIFICATE OF INTERESTED ENTITIES OR PERSONS</b> (Check one): <input checked="" type="checkbox"/> INITIAL CERTIFICATE <input type="checkbox"/> SUPPLEMENTAL CERTIFICATE		
<b>Notice:</b> Please read rules 8.208 and 8.488 before completing this form. You may use this form for the initial certificate in an appeal when you file your brief or a prebriefing motion, application, or opposition to such a motion or application in the Court of Appeal, and when you file a petition for an extraordinary writ. You may also use this form as a supplemental certificate when you learn of changed or additional information that must be disclosed.		

1. This form is being submitted on behalf of the following party (name): Fermin Solis Aniel and Erlinda Abibas Aniel

2. a. ☒ There are no interested entities or persons that must be listed in this certificate under rule 8.208.

b. ☐ Interested entities or persons required to be listed under rule 8.208 are as follows:

Full name of interested entity or person	Nature of interest (Explain):
(1)	
(2)	
(3)	
(4)	
(5)	

☐ Continued on attachment 2.

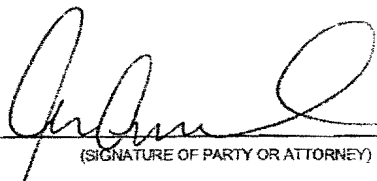
The undersigned certifies that the above-listed persons or entities (corporations, partnerships, firms, or any other association, but not including government entities or their agencies) have either (1) an ownership interest of 10 percent or more in the party if it is an entity; or (2) a financial or other interest in the outcome of the proceeding that the justices should consider in determining whether to disqualify themselves, as defined in rule 8.208(e)(2).

Date:

5/8/12

Erlinda Abibas Aniel

(TYPE OR PRINT NAME)

►   
(SIGNATURE OF PARTY OR ATTORNEY)

Page 1 of 1

## TABLE OF CONTENTS

CERTIFICATE OF INTERESTED PARTIES.....	i
TABLE OF CONTENTS .....	ii
TABLE OF AUTHORITIES .....	iii
STATEMENT OF THE CASE.....	1
STATEMENT OF APPEALABILITY.....	2
STATEMENT OF THE FACTS.....	2
STANDARD OF REVIEW.....	4
ARGUMENT.....	4
A. APPELLANTS ESTABLISHED STANDING BECAUSE OF THEIR INTEREST IN THE PROPERTY THAT WAS HARMED BY THE ACTIONS OF THE APPELLEE.....	4
B. UNITED STATES BANKRUPTCY DETERMINED APPELLANTS HAD STANDING BASED ON THEIR SCHEDULES AND ITS DECISION TO ABANDON THE SUBJECT PROPERTY.....	6
C. THE COURT ERRED BY NOT GIVING APPELLANTS AN OPPORTUNITY TO AMEND THEIR COMPLAINT.....	8
CONCLUSION .....	8
CERTIFICATE OF COMPLIANCE .....	10
PROOF OF SERVICE .....	11

## TABLE OF AUTHORITIES

### **CASES**

Blank v. Kirwan (1985) 39 Cal.3d 311, 318 .....	4
Busick v. Workmen's Comp. Appeals Bd. (1972) 7 Cal.3d 967, 974.....	6
Jasmine Networks, Inc. v. Superior Court (Marvell Semiconductor, Inc.) 180 Cal. App. 4th 980 (2009).....	4
Montclair Parkowners Assn. v. City of Montclair (1999) 76 Cal.App.4th 784, 790 [90 Cal.Rptr.2d 598] .....	4
Mycogen Corp. v. Monsanto Co. (2002) 28 Cal.4th 888, 896.....	6
Quelimane Co. v. Stewart Title Guaranty Co. (1998) 19 Cal.4 <sup>th</sup> 26, 38, 39 .....	8

### **STATUTES**

California Civil Code of Procedure § 367.....	4
---	---

### **OTHERS**

4 Witkin, Cal. Procedure, supra, Pleading, § 121, p. 187.....	5
---	---

## **STATEMENT OF THE CASE**

Plaintiffs and Appellants—FERMIN SOLIS ANIEL, and ERLINDA ABIBAS ANIEL—filed their COMPLAINT against Appellees—ETS SERVICES, LLC (“ETS”), GMAC MORTGAGE, LLC F/K/A GMAC MORTGAGE CORPORATION and GMAC MORTGAGE (“GMAC”), HSBC BANK, U.S.A. AS TRUSTEE FOR DALT 2007-AO3 (“HSBC”), MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (“MERS”), AND PITE DUNCAN, LLP (“PITE”), on February 02, 2011, in the Superior Court of the State of California, County of San Mateo. See Case number CIV502857. On March 03, 2011, Appellee, ETS, GMAC, HSBC, and MERS, filed a Demurrer to Appellants’ Complaint. On March 15, 2011, Appellee, PITE, filed a Demurrer to Appellants’ Complaint.

On May 25, 2011, Appellants filed an Opposition to Appellee’s, PITE, Demurrer to the Appellants’ Complaint. On May 26, 2011, Appellants filed an Opposition to Appellees’, ETS, GMAC, HSBC, and MERS, Demurrer to the Appellants’ Complaint.

On June 02, 2011, Appellees, ETS, GMAC, HSBC, and MERS, filed a Reply in support for their Demurrer to the Appellants’ Complaint.

On June 08, 2011, the Court adopted its tentative ruling, and sustained Appellee’s, PITE, Demurrer to the Appellants’ Complaint without leave to amend. On June 09, 2011, the Court, after a hearing on the merits, adopted its tentative ruling, and sustained Appellees’, ETS, GMAC, HSBC, and MERS, Demurrer without leave to amend.

On June 30, 2011, the Court filed its Order Sustaining Appellees’, ETS, GMAC, HSBC, and MERS, Demurrer to the Appellants’ Complaint without leave to amend. On July 18, 2011, the Court filed its Order Sustaining Appellee’s, PITE, Demurrer to Appellants’ Complaint without leave to amend. On December 06,

2011, the Court, during a Case Management Conference, ordered that the case be dismissed with prejudice. This served as a Final Judgment in the case.

On February 02, 2012, Appellants filed a Notice of Appeal to the Court's order to dismiss the case with prejudice on December 06, 2011. On February 02, 2012, the Court filed a Clerk's Notice of Filing of the Notice of Appeal. On February 08, 2012, Appellants filed a Notice of Designation of Record, electing to file an appendix under California Rule of Court, Rule 8.124.

### **STATEMENT OF APPEALABILITY**

This appeal is from the order dismissing the case with prejudice of the Superior Court of California, County of San Mateo and is authorized by the California Civil Procedure Code § 581d.

### **STATEMENT OF THE FACTS**

On or around March 22, 2007, Raul Estiva (now deceased) and Corazon Estiva (non-parties to this action) signed Deed of Trust, to the property located at 801 Foothill Drive, San Mateo, CA 94402. (AA8). The Deed of Trust was recorded on April 03, 2007 in the County of Records' Office in San Mateo. Under the Deed of Trust, the Lender was MortgageIT, Inc. (a non-party). (AA8). Under the Deed of Trust, MERS, acting solely as a nominee for Lender and Lender's successors and assigns, was named as the beneficiary under the Deed of Trust. (AA8). Fidelity National Title was named as the Trustee under the Deed of Trust. (AA28).

Appellants own a 50% interest in the property. (AA8). Appellants disclosed their interest in their Amended Schedule A-Real Property in their Bankruptcy estate. Appellants' arrangement consisted of Raul Estiva refinancing the loan in 2007, and Appellants' making regular payments on the mortgage to the servicer,

GMAC. (AA8-AA9). Appellants' reported income received from rent from the subject property in their income tax return. (AA9). Appellants maintained the property, collected rent, and paid for the mortgages, hazard insurance, and property taxes. (AA9). On February 03, 2011, Corazon Estiva executed a Grant Deed that transferred interest in the Deed to the Appellants. (AA405).

On December 15, 2008, ETS, claiming to be merely an agent of MERS, executed a Notice of Default on the subject property. (AA43-AA44). In that Notice of Default, MERS, in its own name without identifying the Lender, claimed to be the beneficiary of the Deed of Trust. (AA43-AA44). MERS did not act as a nominee in the Notice of Default. (AA43-AA44). On the same day, December 15, 2008, MERS, in its own capacity and without identifying the Lender, executed a Substitution of Trustee, which identified ETS as the Substituted Trustee. (AA380). Both the Notice of Default and the Substitution of Trustee were recorded on the same day in San Mateo County on December 17, 2008. (AA43-AA44; AA380).

On May 26, 2009, Pite manufactured an Assignment of the Deed of Trust, transferring beneficial interest in the Deed of Trust from MERS, solely as nominee for MortgageIT, Inc., to HSBC. (AA9, AA10). The Assignment of the Deed was manufactured because Jeffrey Stephan, executed the document. (AA9, AA10). The Assignment of the Deed states that Jeffrey Stephan, a vice president of MERS, executed the Assignment of the Deed, and that Thomas P. Strain, a notary public, acknowledged the execution of the Assignment of the Deed. (AA9, AA10). Jeffrey Stephan is an infamous and admitted robo-signer, whose name has appeared in thousands of mortgage related documents. (AA9, AA10). The Assignment was recorded on July 16, 2008, while Appellants were in Bankruptcy and under the protection of the automatic stay. (AA9, AA10).

On December 28, 2010, ETS executed a Notice of Trustee Sale, which was recorded on December 31, 2010. (AA10). The subject property was eventually

foreclosed after Appellants filed their complaint and prior to Appellants' Notice of Appeal.

### **STANDARD OF REVIEW**

On review of an order sustaining a demurrer without leave to amend, the Appellate Court's standard of review is de novo, determining its own independent judgment about whether the complaint states a cause of action as a matter of law." (Montclair Parkowners Assn. v. City of Montclair (1999) 76 Cal.App.4th 784, 790 [90 Cal.Rptr.2d 598].).

A demurrer tests the legal sufficiency of the complaint. For purposes of review, the Appellate Court accepts as true all material facts alleged in the complaint, but not contentions, deductions or conclusions of fact or law. We also consider matters that may be judicially noticed. (Blank v. Kirwan (1985) 39 Cal.3d 311, 318.) When a demurrer is sustained without leave to amend, "we decide whether there is a reasonable possibility that the defect can be cured by amendment: if it can be, the trial court has abused its discretion and we reverse; if not, there has been no abuse of discretion and we affirm." (Id.) Plaintiff has the burden to show a reasonable possibility the complaint can be amended to state a cause of action. (Id.)

### **ARGUMENT**

#### **A. APPELLANTS ESTABLISHED STANDING BECAUSE OF THEIR INTEREST IN THE PROPERTY THAT WAS HARMED BY THE ACTIONS OF THE APPELLEE.**

Under California Civil Code of Procedure § 367, every action must be prosecuted in the name of the real party in interest, except as otherwise provided by statute. In the case, Jasmine Networks, Inc. v. Superior Court (Marvell Semiconductor, Inc.), 180 Cal. App. 4th 980 (2009), the Court stated that § "367 simply requires that the action be maintained in the name of "[t]he person who has

the right to sue under the substantive law." (4 Witkin, Cal. Procedure, *supra*, Pleading, § 121, p. 187, *italics added*.) *Jasmine Networks, Inc. v. Superior Court (Marvell Semiconductor, Inc.)*, 180 Cal. App. 4th 980 (2009). Thus if the plaintiff has a cause of action in his own right, and he pursues it in his own name, section 367 poses no obstacle to maintenance of the action. *Id.* The application of the statute, "while superficially concerned with procedural rules, really calls for a consideration of rights and obligations." (4 Witkin, *supra*, Pleading, § 121, p. 187.). *Id.*

Appellants established an interest in the property as alleged in their Complaint. Appellants established a substantive cause of action based on the Appellees attempts to wrongfully foreclose the property. Appellants' interest in the property was adversely affected by the fraudulent nature of the execution and creation of the Substitution of Trustee, Notice of Default, and Assignment of the Deed of Trust. Without Appellees actions, Appellants would continue to have interest and possession of the property. Based on Appellants' injuries, they have established a cause of action against the Appellees. The Court in its decision refused to acknowledge Appellants' interest in the property but rather focused on the fact that Appellants' names do not appear on the Promissory Note or the Deed of Trust. The focus should have been on Appellants' substantive case rather than whether only the Estivas have standing to sue the Appellees. Based on Appellants' bankruptcy case, the grant deed, and the allegations made in the complaint, Appellants have established an interest in the property despite their names not appearing on the Promissory Note or the Deed of Trust.

The Court abused its discretion by determining that Appellants lack standing because their names do not appear on the Deed of Trust or the Promissory Note. The Court failed to determine whether the Appellants, with an interest in the property, have established a claim for a wrongful foreclosure that led to an injury



of their interest in the property. The Court did not rule whether in fact Appellants had interest in the property, but rather only names that appear on the Deed of Trust or the Promissory Note may establish a claim based on the property. Appellants were never given an opportunity to prove its ownership interest in the property. Had Appellants established that ownership interest in the property, Appellants' allegations in their Complaint were enough to establish a cause of action based on substantive law.

Therefore, the Court's attempt to create a prerequisite in order to challenge a foreclosure was an abuse of discretion. The Appellants' sufficiently established an ownership interest based on its allegations concerning the Bankruptcy Court, their contributions to the maintenance of the property, and rental income received and reported in their income tax returns. (AA8-AA9). Based on this interest, Appellees' wrongful actions seriously injured Appellants' established interest in the property. This created a substantive cause of action by the Appellants, the real party in interest.

**B. UNITED STATES BANKRUPTCY DETERMINED APPELLANTS HAD STANDING BASED ON THEIR SCHEDULES AND ITS DECISION TO ABANDON THE SUBJECT PROPERTY.**

Res judicata or claim preclusion bars relitigation of a cause of action that previously was adjudicated in another proceeding between the same parties or parties in privity with them. (*Mycogen Corp. v. Monsanto Co.* (2002) 28 Cal.4th 888, 896.) Res judicata applies if the decision in the prior proceeding is final and on the merits and the present proceeding is on the same cause of action as the prior proceeding. (*Busick v. Workmen's Comp. Appeals Bd.* (1972) 7 Cal.3d 967, 974.) Res judicata bars the litigation not only of issues that were actually litigated but also issues that could have been litigated. (*Id.* at p. 975.)

The Superior Court's decision to grant Appellees' Demurrer to the Appellants' Complaint was solely based on Appellants' lack of standing to have a valid claim against the Appellees. The Court determined that Appellants lacked any standing to challenge the foreclosure of the Appellees. (AA445-AA446). However, because Appellants' filed for Bankruptcy and listed the property as their property with 50% interest, the Bankruptcy Court had already established Appellants' standing. (AA8-AA9). Further, the Bankruptcy Court approved Appellants' request to abandon the property in order for the Appellants' to assert their rights in a lawsuit outside the Bankruptcy court. (AA356-AA357).

The Court abused its discretion when it did not take into consideration the events that took place during the Appellants' bankruptcy. Appellees did not attempt to foreclose the property while the property was protected under the Automatic Stay in the Appellants' bankruptcy case. It was only after Appellants' property was abandoned did Appellees record a Notice of Trustee Sale without a new Notice of Default as required by California law. (AA393).

Appellees had an opportunity to challenge Appellants' claim of ownership interest in the Bankruptcy Court when Appellants' sent Appellee notice through its schedules, and prior to the Trustee's ruling to abandon the property. (AA356-AA357). Appellees failed to challenge the standing in the Bankruptcy Court. As such, Appellants, based on the decision of the Bankruptcy Court, did establish their interest in the property. That 50% interest could not be challenged in the Superior Court. The Court abused its discretion when it did not accept the Bankruptcy Court's ruling establishing the subject property as part of the Appellants' estate and their standing as 50% interest ownership in the property. Therefore, the Court lacked jurisdiction to rule that Appellants did not have standing to continue their complaint against the Appellees.

### **C. THE COURT ERRED BY NOT GIVING APPELLANTS AN OPPORTUNITY TO AMEND THEIR COMPLAINT**

In the event that the complaint is found to not state a cause of action, but there is a reasonable possibility that amendment can cure the defect, leave to amend must be granted. (Quelimane Co. v. Stewart Title Guaranty Co. (1998) 19 Cal.4<sup>th</sup> 26, 38, 39).

The Superior Court determined that they were not convinced of Appellants' ownership interest in the subject property. Even if Appellants' Complaint was not sufficient to establish an ownership interest, Appellants should have had one more opportunity to amend their Complaint to establish a sufficient cause of action. If the Court was not convinced about the Appellants' interest in the property, Appellants could have amended their Complaint to establish more allegations to support their ownership interest, including declarations from Corazon Estiva, co-owner named in the Deed of Trust. Instead, the Court sustained Appellees' Demurrers without leave to amend. Appellants can prove its ownership interest in the property had they been given a chance to amend their Complaint.

### **CONCLUSION**

The Superior Court erred in sustaining the demurrer without leave to amend and entering a judgment of dismissal. The Court should not have prevented Appellants from testing the sufficiency of their causes of action. The Court made no findings regarding the substantive basis of their causes of action. Appellants suffered an injury based on Appellees' conduct in foreclosing the property. Appellants should have been given an opportunity to continue their Complaint, and the Court should not have prevented them from recovery based on their names not appearing on the Deed of Trust or Promissory Note. Appellants' request attorney's fees and cost for this Appeal.

Respectfully submitted.

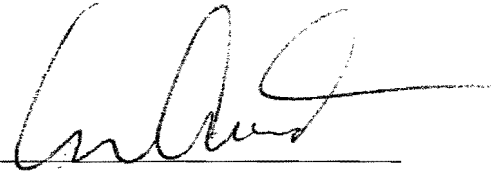
Dated: May 3, 2012



---

FERMIN SOLIS ANIEL  
PRO SE APPELLANT

Dated: May 3, 2012



---

ERLINDA ABIBAS ANIEL  
PRO SE APPELLANT

Certificate of Compliance

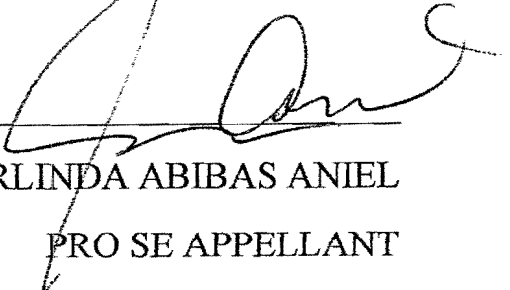
Pursuant to rule 8.204(c) of the California Rules of Court, I hereby certify that this brief contains 2073 words, including footnotes. In making this certification, I have relied on the word count of the computer program, Microsoft Office 2008, used to prepare the brief.

Executed on May 03, 2012 at Hillsborough, California



FERMIN SOLIS ANIEL

PRO SE APPELLANT



ERLINDA ABIBAS ANIEL

PRO SE APPELLANT

**PROOF OF SERVICE**

I, the undersigned, am a citizen of the United States, over eighteen years of age and not a party to the within action. My address is

75 Tobin Clark Dr., Hillsborough, CA 94010

On May ~~4~~<sup>6</sup><sub>3</sub>, 2012, I served the following:

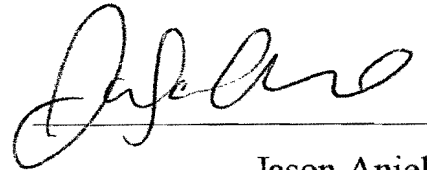
**Appellants' Opening Brief**

**Certificate of Interested Parties or Entities**

on the parties set forth on Exhibit A by placing a copy thereof in a sealed envelope with postage fully prepaid thereon for collection and mailing. I caused such envelope, with postage thereon full prepaid, to be placed in the United States Mail at San Francisco, California, or personally delivered. The addresses to which each party was served are as set forth in Exhibit A.

I declare under penalty of perjury under the law of the State of California that the foregoing is true and correct.

Executed on May ~~4~~<sup>6</sup><sub>3</sub>, 2012 at San Mateo, California



Jason Aniel

**EXHIBIT A**  
**TO PROOF OF SERVICE**

**Supreme Court of California**  
350 McAllister Street  
San Francisco, CA 94102-4797  
(Four Copies)

**Honorable Judge Joseph C. Scott**  
Southern Court, Dept. 25, Courtroom 2M  
400 County Center  
Redwood City, CA 94063

**Appellate Coordinator**  
**Office of the Attorney General**  
Consumer Law Section  
300 S. Spring Street  
Los Angeles, CA 90013-1230

**CHRISTOPHER L. PETERSON**  
**Attorneys for Defendant PITE DUNCAN, LLP**  
PITE DUNCAN, LLP  
4375 Jutland Drive, Suite 200  
P.O. Box 17935  
San Diego, California, 92177-0935

<b>BRIAN S. WHITEMORE</b>  SEVERSON & WERSON, P.C.  One Embarcadero Center, Suite 2600  San Francisco, California, 94111	<b>Attorneys for Defendant GMAC Mortgage, LLC f/k/a GMAC Mortgage Corp. and GMAC Mortgage, ETS Services, LLC, HSBC Bank, U.S.A. as Trustee for DALIT 2007-A03, and Mortgage Electronic Registration Systems, Inc.</b>
--	---

**Claim No. 114**



B 10 (Official Form 10) (12/11)

<b>UNITED STATES BANKRUPTCY COURT     Southern District of New York</b>		<b>PROOF OF CLAIM</b>
Name of Debtor: <b>GMAC MORTGAGE, LLC AKA GMAC MORTGAGE CORPORATION</b>		Case Number: <b>12-12032 (MG)</b>
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		<div style="font-size: 2em; font-weight: bold;">RECEIVED</div> <div style="font-size: 1.5em; font-weight: bold;">JUN 19 2012</div> <div style="font-weight: bold;">KURTZMAN CARSON CONSULTANTS</div>
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>ERLINDA ABIBAS ANIEL</b>		
Name and address where notices should be sent: <b>75 Tobin Clark Dr.          Hillsborough CA 94010</b>		<b>COURT USE ONLY</b> <input type="checkbox"/> Check this box if this claim amends a previously filed claim.  Court Claim Number: _____ (If known)  Filed on: _____
Telephone number: <b>650-284-6417</b> email: _____  <div style="text-align: center;"> <input checked="" type="checkbox"/> <b>Date Stamped Copy Returned</b>  <input type="checkbox"/> <b>No self addressed stamped envelope</b>  <input type="checkbox"/> <b>No copy to return</b> </div>		
Name and address where payment should be sent (if different from above):  Telephone number: _____     email: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
1. Amount of Claim as of Date Case Filed:     \$ <u>1,085,000.00</u>  If all or part of the claim is secured, complete item 4.  If all or part of the claim is entitled to priority, complete item 5.  <input checked="" type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: <u>Pending Lawsuit</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor:  <div style="text-align: center;"><b>4840</b></div>	3a. Debtor may have scheduled account as:  (See instruction #3a)	3b. Uniform Claim Identifier (optional):  (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		
Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe:		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: <div style="text-align: right;">\$ <u>10,000.00</u></div>
Value of Property: \$ <u>1,075,000.00</u>  Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Basis for perfection: <u>Litigation Expenses</u>  Amount of Secured Claim:     \$ _____  Amount Unsecured:     \$ <u>10,000.00</u>
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).
<input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).
Amount entitled to priority: \$ _____		
*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		



121203212061900000000003

FD-100 (Rev. 10-12-11)

2

7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

RECEIVED

JUN 19 2012

8. Signature: (See instruction #8)

KURTZMAN CARSON CONSULTANTS

Check the appropriate box.

☒ I am the creditor. ☐ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. ☐ I am a guarantor, surety, indorser, or other codebtor. (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Erlinda Abibas Aniel

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address and telephone number (if different from notice address above):

75 Tobin Clark Dr.

Hillsborough, CA 94010

Telephone number 650-284-6417 email: \_\_\_\_\_

(Signature)

(Date)

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

# INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

## Items to be completed in Proof of Claim form

### Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

### Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

### 1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

### 2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

### 3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

### 3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

### 3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

### 4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

### 5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

### 6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

### 7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

### 8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

**ATTACHMENT 1**

**PROOF OF CLAIM**

FERMIN SOLIS ANIEL AND ERLINDA ABIBAS ANIEL, AS PLAINTIFF, PRO  
PER, AGAINST ETS SERVICES LLC, GMAC MORTGAGE, LLC F/K/A GMAC  
MORTGAGE CORPORATION AND GMAC MORTGAGE, HSBC BANK U.S.A. AS  
TRUSTEE FOR DALT 2007-A03, MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.; PITE DUNCAN, LLP AND DOES 1-50 INCLUSIVE

Aniel et. al. vs. ETS SERVICES LLC et. al.,  
Superior Court of the State of California, County of San Mateo, Case No: CIV 502857.  
Filed on February 2, 2011.

Aniel et. al. vs. ETS SERVICES LLC et. al.,  
Court of Appeal Case No: A134461  
Filed on May 3, 2012.  
Status of the case: Pending

Subject Property Address: 801 Foothill Drive, San Mateo CA 94402 (legal property  
description attached).

Loan No:

A. Description of Claims.

Claims arising from the following causes of action:

1. Violation of the California Rosenthal Act
2. Fraud (Misrepresentation)
3. Wrongful Foreclosure
4. Unfair Competition Law (Cal. Bus. & Prof. Code section 17200 et seq)
5. Request for Injunctive Relief
6. Quiet Title

B. History of the Lawsuits:

The claimants of the above proof of claim, filed their Chapter 11 petition in the  
United States Bankruptcy Court of Northern District of California. See Case No:  
09-30452 DM on February 25, 2009, and their case was converted to Chapter 7 on  
August 02, 2010. The estate was discharged under 11 USC § 727 (the  
Bankruptcy Code) on December 2, 2010. On February 4, 2011, the bankruptcy  
trustee was closed with no distribution and the trustee abandoned the claimant's  
(debtors) bankruptcy assets.

On the list of claimants' bankruptcy estates the claimants (debtors) identified the subject property above as part of the claimants' bankruptcy asset/estate that was abandon by the trustee under the jurisdiction of bankruptcy court. On February 2, 2011, the claimants filed a civil action in the Superior Court of California, County of San Mateo for equitable and legal relief for wrongful foreclosure fraud (misrepresentation), violation of Rosenthal Act, Violation of Unfair Competition Law (Cal. Bus. & Prof. Code section 17200 et seq.), Quiet Title, and request for injunctive relief. See attached verified complaint as exhibit "A". The very core of the complaint is the execution of the assignment of deed by Jeffrey Stephan, who is an infamous robo-signer. See Exhibit "B" Jeffrey Stephan Deposition on December 10, 2009, at West Palm Beach, Florida. Jeffrey Stephan signed the assignment of the deed without personal knowledge of its contents. The assignment also contained a fraudulent notarization that was certified under penalty of perjury under the laws of the State of California, when in fact the notary was done in Commonwealth of Pennsylvania, Upper Dublin Twp., Montgomery County. See Attached "C" copy of Assignment of Deed. Since, the assignment of deed is null and void, the substitution of trustee, notice of default, notice of trustee sale, trustee deed upon sale are null and void and no effect. Therefore, the foreclosure on the subject property is null and void and has no effect. However, on June 09, 2011, the state court ruled that the claimants (plaintiffs on the above civil case) had no standing because their names were not on the deed of trust at the commencement of the complaint on February 2, 2011. On March 29, 2012, the subject property was sold in the amount of \$ 1,075,000.00. On May 3, 2012 claimants (plaintiffs) filed their timely appeal in California Court of Appeal. see Exhibit "D", Appellants Brief.

C. Indemnification Claims:

1. The Claimants have been damaged by virtue of Debtor's selling the property while the case is still pending. Without limiting the generality of the foregoing, the Claimants have incurred, and will continue to incur, significant legal expenses enforcing and defending against the Debtor's improper foreclosure of claimant's subject property.
2. Pursuant to the Governing Documents and applicable laws, Debtor entities are liable to the Claimants for indemnification against any losses, claims, expenses or damages including legal fees and related cost, arising out of based upon any breaches of any representation warranty or covenant made by the Debtor or any affiliates of the Debtors in the Governing Documents
3. Base upon the foregoing, a claim is asserted in an unliquidated amount on account Debtor's indemnification obligation arising from fraud and wrongful foreclosure, and Governing Documents. As of this date of this Proof of Claim, the Claimants has incurred expenses of not less than \$10,000.00 in connection with filing the civil actions against Debtor and its affiliates GMAC Mortgage, LLC, and ETS Services, LLC. Such expenses and indemnification obligations continue to accrue.

4. As of March 29, 2012, the Subject Property was sold in the amount of \$1,075,000.00. MLS number is 81204251.

D. Miscellaneous

1. By executing and filing this Proof of Claim, Claimants/ Plaintiffs does not waive any right to any security or any right or rights with respect to any claim that Claimants/Plaintiffs has.
2. To the knowledge of the signatory hereto, the claim are not subject to any set off or counterclaims, and no judgment has been rendered on this claim.
3. Claimant/Plaintiffs reserves its right to amend and/or supplement this Proof of Claim and to assert any and all other claims of whatever kind or nature that it has, or may have, that come to Claimants/Plaintiffs attention or arises after the filing of this Proof of Claim. The filing of this Proof of Claim shall not be deemed a waiver of any such claims or rights.
4. Nothing contained in this Proof of Claim shall be deemed or construed as:
  - (a) A waiver of, or other limitation on, any right or remedies of Claimant/Plaintiffs.
  - (b) A consent by Claimants/Plaintiffs to this jurisdiction of the Court or any other court in respect to proceedings, if any.
  - (c) A waiver or release of, or any limitation on Claimants/Plaintiffs right to trial by jury in the Court or any court in any proceeding.
  - (d) A waiver or release of, or any other limitation on, Claimant/Plaintiffs' right to seek a withdrawal of the reference with respect to any matter, including any matter relating to this Proof of Claim or
  - (e) A waiver or release of, or any other limitation on claimants/Plaintiffs right to assert that any portion of the claim asserted herein are entitled to treatment as priority claims, including under Section 503(b) and Section 507(a)(1) of the bankruptcy code.

**ATTACHMENT 2**

**TOTAL ITEM BREAKDOWN**

1.	Value of Real Estate Property -	\$1,075,00.00
2.	Legal Expenses incurred during the pending case:	
a.	Court expenses -	\$2,000.00
b.	Shipping and Positing -	\$500.00
c.	Processing Cost -	\$500.00
d.	Others Misc. -	\$6700.00
	Totals	\$10,000.00
	Totals	\$ 1,085,000.00

**EXHIBIT "A"**

1 FERMIN SOLIS ANIEL -IN PRO SE-  
2 ERLINDA ABIBAS ANIEL  
3 75 Tobin Clark Drive  
4 Hillsborough, CA 94010  
5 Phone: (650) 284 - 6417  
6 Fax: (650) 571-582

(ENDORSED)  
**FILED**  
SAN MATEO COUNTY

FEB - 2 2011

Clerk of the Superior Court  
By G. Lacey  
DEPUTY CLERK

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
8 COUNTY OF SAN MATEO

9 FERMIN SOLIS ANIEL, an individual;  
10 ERLINDA ABIBAS ANIEL, an individual;

11 Plaintiffs,

12 v.

13 ETS SERVICES, LLC, a Limited Liability  
14 Company; GMAC MORTGAGE, LLC F/K/A  
15 GMAC MORTGAGE CORPORATION AND  
16 GMAC MORTGAGE; HSBC BANK, U.S.A.  
17 as Trustee for DALT 2007-AO3;  
18 MORTGAGE ELECTRONIC  
19 REGISTRATION SYSTEMS, INC.; PITE  
20 DUNCAN, LLP; AND DOES 1-50 inclusive

21 Defendants

Case No.:

**CIV 502857**

**VERIFIED COMPLAINT FOR:**

- (1) VIOLATION OF THE CALIFORNIA ROSENTHAL ACT
- (2) FRAUD (MISREPRESENTATION)
- (3) WRONGFUL FORECLOSURE
- (4) UNFAIR COMPETITION LAW (Cal. Bus. & Prof. Code § 17200 et seq.)
- (5) REQUEST FOR INJUNCTIVE RELIEF
- (6) QUIET TITLE

**DEMAND FOR JURY TRIAL**

**UNLIMITED CIVIL CASE (Exceeds \$25,000)**

22 By this Complaint, Plaintiffs Erlinda Abibas Aniel, and Fermin Solis Aniel,  
23 (collectively "Plaintiffs") does hereby allege for causes of action against Defendants GMAC  
24 MORTGAGE, LLC F/K/A as GMAC Mortgage and GMAC Mortgage Corporation  
25 ("GMAC"); ETS SERVICES, LLC ("ETS"); Mortgage Electronic Registration Systems, Inc.,  
26 ("MERS"); HSBC BANK U.S.A. as TRUSTEE for DALT 2007-A03 ("HSBC"); PITE  
27 DUNCAN, LLP ("Pite Duncan"); and DOES 1-50 inclusive plaintiffs (collectively  
28 "Defendants") states, alleges, and avers that the following allegations and other factual



CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Fermin Solis Aniel and Erlinda Abibas Aniel -Pro Se- 75 Tobin Clark Dr. Hillsborough, CA 94010  TELEPHONE NO.: 650-284-6417 ATTORNEY FOR (Name): Pro Se  FAX NO.:  SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Mateo STREET ADDRESS: 400 County Center MAILING ADDRESS: 400 County Center CITY AND ZIP CODE: Redwood City, CA 94063 BRANCH NAME:  CASE NAME: Fermin Solis Aniel et al. v. ETS Services, LLC et al.		FOR COURT USE ONLY  <b>RECEIVED</b> <b>FEB - 2 2011</b> CLERK OF THE SUPERIOR COURT SAN MATEO COUNTY  CASE NUMBER: <b>CIV 502857</b>  JUDGE: DEPT:
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input checked="" type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
---	--	---

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary, declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): (6): Violation of CA Rosenthal Act, Fraud, Wrongful Foreclosure, etc.
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date:

Erlinda Abibas Aniel

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

1 contentions have evidentiary support or, where specifically identified as being pled "on  
2 information and belief" are likely to have evidentiary support after a reasonable opportunity for  
3 further investigation or discovery.

#### 4 NATURE OF THIS ACTION

5 1. This is an action for fraud, misrepresentation, violation of California Rosenthal  
6 Act, wrongful foreclosure, declaratory relief, quiet title, request for immediate injunction relief  
7 (TRO), and violations of California Civil Code § 2924 et seq., and unfair completion law  
8 California Business & Professional code § 17200 et seq., brought by Plaintiffs, the rightful  
9 owners of the real property, against all defendants, who lacks the standing to enforce  
10 Promissory Note and the Deed of Trust, which secures the Note, to foreclose on the Plaintiffs' property.

11 2. This action is also based on the fraudulent misrepresentations by all defendants  
12 namely: the fabricated and manufactured assignment of the deed signed by Jeffrey Stephan as  
13 Vice President of MERS, who admitted signing 10,000 foreclosure related documents a month  
14 in behalf of defendant GMAC without personal knowledge of the documents. Jeffrey Stephan  
15 is an employee of defendant GMAC. The assignment of deed was never notarized in front of  
16 Jeffrey Stephan, but instead GMAC used another department to handle the notarization of such  
17 an assignment of deed. Pite Duncan created the assignment of deed through GMAC referral  
18 unit. Defendant GMAC procedure to foreclose a property is to have the file referred to  
19 foreclosure attorney. *Pite Duncan is the foreclosing attorney in behalf of HSBC and Pite*  
20 *Duncan is the one that identified HSBC as the secured creditor in assignment of deed executed*  
21 *by Jeffrey Stephan on May 26, 2009, notarized on the same date, and recorded on July 16,*  
22 *2009. Defendant MERS, as nominee under plaintiffs' deed of trust, connived with all the*  
23 *defendants in manufacturing the assignment of deed, and deliberately misled the plaintiffs into*  
24 *believing that HSBC was secured creditor when defendants knew this representation to be*  
25 *false. Defendants' conduct involved fraud, deceit, or reckless disregard of the statutory*  
26 *requirements that could result in substantial loss, or significant risk of substantial loss to*  
27 *plaintiffs through the creation of a false assignment of deed. Defendants committed these acts*  
28 *in order to identify the secured creditor or beneficiaries, which violated the Pooling Servicing*

1 Agreement. Defendants made a fraudulent conveyance during Plaintiffs' bankruptcy. The  
2 subject property is part of plaintiffs' bankruptcy estates.

3 3. Defendants conduct involved fraud, deceit or deliberate or reckless disregard of  
4 property rights and statutory requirements and resulted to substantial loss, or significant risk of  
5 substantial loss to plaintiffs.

6 4. HSBC, in concert with MERS, willfully received the assignment of beneficial  
7 interest while plaintiffs were in bankruptcy on May 26, 2009.

8 5. Pite Duncan willfully prepared the assignment of deed on May 26, 2009 in  
9 concert with GMAC employee by the name of Jeffrey Stephan.

10 6. Pite Duncan willfully created the assignment of deed on May 26, 2009 and  
11 recorded on July 17, 2009, knowing that the plaintiffs had a pending Chapter 11 case in  
12 Bankruptcy Court as of February 25, 2009.

13 7. All the defendants were in concert to each other to defraud plaintiffs of their  
14 property rights and stealing the subject property for profits.

15 8. ETS willfully recorded a notice of trustee sale without recording a notice of  
16 default which violate the California Civil Code § 2924 et seq.

17 9. ETS willfully recorded notice of trustee sale, acting as a trustee without any  
18 evidence of recorded substitution of trustee, in violations of Cal Civ. Code § 2934.

19 10. GMAC is in concert with other defendants to create and manufactured these  
20 fraudulent documents in order to obtain a non-judicial foreclosure in California.

21 11. Pite Duncan falsely represented that assignment of deed assigned the beneficial  
22 interest to HSBC as trustee for DALT 2007-A03, there is no evidence that MortgageIT, the  
23 original lender, ever transferred the beneficial interest to HSBC, which was evidenced by Pite  
24 Duncan not attaching any endorsement of the Note in their objection to plaintiffs  
25 reorganization plan. MERS, as nominee of lender MortgageIt, is not authorized to assign any  
26 assignment of deed because MERS is only an agent of lender MortgageIT. MERS' function is  
27 only a mortgagee of record. Even if MERS could prove that it has authorization to assign or  
28 transfer beneficiaries, MERS could be liable for violation of Cal. Civ. Code § 1095.

12. HSBC did not file any Proof of Claim in the bankruptcy Court as a secured creditor of plaintiffs' deed of trust and promissory note.

13. Defendants, while acting as beneficiaries, lenders and trustees, by use of the mail, and the means and instrumentalities of interstate commerce, directly or indirectly, engaged in acts practices or courses of business, which were fraudulent, deceptive, or manipulative. Defendants made untrue statements of material fact or omitted to state a material fact necessary to make the statement made, in the light of the circumstances under which they were made.

14. Defendants engaged in acts, practices or courses of business that were fraudulent, deceptive or manipulative with respect to the Defendants foreclosing on plaintiffs property. And unless enjoined, Defendants will continue to commit fraud and violate California Foreclosure Laws.

15. Defendants conducts could create a big havoc for plaintiffs' chain of title and would create a cloud of title on plaintiffs' property.

16. Plaintiffs are entitled to Quite Title against defendants because plaintiffs have claim ownership of the subject property at 801 Foothill Drive, San Mateo, California, 94402.

#### **PARTIES**

17. Plaintiffs' property is located at 801 FOOTHILL DRIVE, SAN MATEO, CA 94402 ("Property"). Legal description:

THE LAND REFERRED TO HEREIN BELOW IS  
SITUATED IN THE CITY OF SAN MATEO, COUNTY OF  
SAN MATEO, STATE OF CALIFORNIA, AND IS  
DESCRIBED AS FOLLOWS:

LOT 11, BLOCK 3, AS SHOWN ON THAT  
CERTAIN MAP ENTITLED "FOOTHILL TERRACE"  
FILED IN THE OFFICE OF THE RECORDER ON JUNE 10,  
1946 IN BOOK 25 AT PAGE (S) 59.

JPN: 034-031-312-03

APN: 034-312-030

1 18. Plaintiffs are informed, believe, and allege that Defendant Pite Duncan is a law  
2 firm "debt collector" whose main purpose is to create and manufactured an assignment of deed  
3 and have Jeffrey Stephan executed the fraudulent assignment of deed of trust in concert with  
4 MERS, GMAC, HSBC, and ETS to commit the fraud. Defendant Pite Duncan is a debt  
5 collector law firm and a limited liability partnership with its principal office in San Diego,  
6 California. Pite Duncan represented to the Bankruptcy Court that they were the attorneys for  
7 secured creditor HSBC.

8 19. Defendant MERS is a separate corporation that is acting solely as a nominee  
9 for lender and lender's successors and assigns. MERS is the beneficiary under this Security  
10 Instrument of Plaintiffs deed of trust. MERS is "mortgagee of records" who keeps track of all  
11 beneficiaries. MERS is a confidential computer registry utilized by Lenders to list and trade  
12 mortgage loans on the secondary market while avoiding the legal requisites of recording  
13 conveyance of said loans and deed of trust. Rather Defendant MERS is simply a shell  
14 designed to obscure the identity of the true holder of the note. MERS is responsible for  
15 creating thousand of fabricated and bogus assignment of deed allowing third parties to do the  
dirty work for MERS.

16 20. Plaintiffs are informed, believe, and allege that Defendant ETS is a purported  
17 foreclosure trustee and is a debt collector whose main purpose is to foreclose on Plaintiffs'  
18 property and collect the debt by violating California foreclosure law. ETS is an affiliate of  
19 GMAC under the name of Executive Trust Services dba: ETS Services, LLC at 2255 North  
20 Ontario Street, Suite 400, Burbank California 91504-3120.

21 21. Defendant GMAC Mortgage, LLC F/K/A, GMAC MORTGAGE and GMAC  
22 MORTGAGE CORPORATION, based in Pennsylvania, is a loan servicer for plaintiffs'  
23 mortgage or a bill collector. When plaintiffs defaulted on a loan, GMAC became a debt  
24 collector and hired third parties vendors such as law firm debt collectors and debt collector  
25 companies such as ETS, who represented to be trustee on plaintiffs' deed of trust when it  
failed to collect a defaulted amount.

26 22. Defendant HSBC is the alleged Beneficiary of the Deed of Trust and new  
27 Lender under the Promissory Note by way of a fabricated and manufactured assignment of  
28

1 deed created by Pite Duncan and executed by the infamous robo-signer, Jeffrey Stephan, an  
2 alleged vice president of MERS, which is false because Jeffrey Stephan is an employee of  
3 GMAC. Plaintiffs believe that this is a securitized Trust and Plaintiffs' loan is one of many  
4 loans within this securitized trust.

5 23. Defendants sued as DOES 1 through 50 are presently unknown to Plaintiffs  
6 and Plaintiffs therefore uses these fictitious names pursuant to Code of Civil Procedure §  
7 474, on information and belief, each of the fictitious named Defendant is responsible for the  
8 event and happenings recited in this Complaint, Plaintiffs will amend this complaint upon  
9 ascertaining the identities and capacities of the Doe Defendants.

10 24. On information and belief, each of the Defendants is and at all relevant times  
11 were, the agent, servant, employee or representative of each remaining Defendants. On  
12 further information and belief, each of each Defendant, in doing the things alleged, was  
13 acting within the course and scope of his/her or its authority as an agent, servant, employee  
14 and/or representative of the remaining Defendant with the knowledge, permission, consent,  
15 authorization and/or subsequent ratification of the remaining Defendants.

#### 16 JURISDICTION AND VENUE

17 25. This Court has subject matter jurisdiction of this action. The Superior Court is  
18 a court of general jurisdiction. See Cal. Civ. Pro. §410.10. Plaintiffs seek damages under the  
19 California Rosenthal Act, Fraud. Misrepresentation, violation of Ca. Civ. Code § 2924 et  
20 seq., wrongful foreclosure and unfair competition law, (Cal. Bus. & Prof. Code § 17200 et  
21 seq.). Plaintiffs also seek declaratory judgment, temporary restraining order, permanent  
22 injunction, and quiet title.

23 26. All of the Defendants have conducted business in the State of California,  
24 which included, among others, recording documents and pursuing a non-judicial foreclosure  
25 in this County.

26 27. Venue is proper in this County because Defendants violated laws in this State  
27 of California that involve real property located in this County. See Cal. Civ. Pro. §395(a).

28 28. Declaratory relief is available pursuant to Cal. Civ. Pro. §1060.

#### FACTUAL ALLEGATIONS

**Inception of the Plaintiffs' Loan**

29. On or around March 22, 2007, Raul Estiva and Corazon Estiva, (non-parties to this action) signed a Deed of Trust. That Deed of Trust was recorded on April 03, 2007, in the County of Recorders Office in San Mateo. See Exhibit "A".

30. Under the Deed of Trust, the Original Lender was MortgageIT, Inc.

31. Under the Deed of Trust, MERS, is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under the security instrument.

32. Plaintiffs allege and believe that MortgageIT has been dissolved.

33. Under the promissory note, MortgageIT is the lender.

**Notice of Default**

34. On December 17, 2008, ETS recorded a Notice of Default in San Mateo County Recorder's office. See Exhibit "B". The documents stated that "to find out the amount you must pay, or arrange to pay for payment to stop foreclosure, or your property is in foreclosure for any reason, contact Mortgage Electronic Registration Systems, Inc.

C/O ETS Services, LLC

2255 North Ontario Street Suite 400

Burbank, California 91504-3120

(818) 280-1800"

ETS claimed to act as an AGENT for Beneficiary. Neda Cayco, a Trustee Sale Officer, signed the Notice of Default. During this period of time, ETS had no evidence that ETS was in fact a trustee or an agent of beneficiary of MERS. ETS did not disclose that ETS was a debt collector attempting to collect a debt.

35. On February 25, 2009, plaintiffs filed a voluntary bankruptcy under Chapter 11. Plaintiffs owned a 50% interest of the subject property as disclosed on their Amended Schedule A-Real Property in the bankruptcy forms. Plaintiffs Chapter 11 converted to Chapter 7 on August 4, 2010 and plaintiffs were discharged on December 2, 2010. Bankruptcy trustee abandon plaintiffs' property on subject property on November 2, 2010. Plaintiffs had 50%

1 interest on the property with Raul Estiva (now deceased) and Corazon Estiva. Raul Estiva was  
2 the one who took out the refinancing of the loan in 2007 with MortgageIT, Inc., which has  
3 been dissolved. Although plaintiffs' names were not on the deed, plaintiffs paid the regular  
4 payments of the mortgage to GMAC, who is a loan servicer/bill collector. Plaintiffs disclosed  
5 this property in their income tax return. Plaintiffs maintained the property and paid for the  
6 mortgages, hazard insurance, and property taxes. By late 2008, the mortgage payment  
7 increased tremendously and the rent cannot sustain the mortgage payment. Since plaintiffs  
8 have a 50% interest in the property, plaintiffs filed this action against all the defendants.

9 36. The assignment of deed transferring all beneficial interest to defendant HSBC  
10 by MERS was in violation of the automatic stay because plaintiffs were still in bankruptcy at  
11 the time the assignment of deed were executed and recorded. HSBC never request a motion  
12 for relief from the automatic stay and only objected to plaintiffs' reorganization plan, which  
13 Pite Duncan submitted on July 28, 2010. HSBC did not file any proof of claim in the  
14 bankruptcy court neither proof of any chain of title to perfect the lien.

15 37. On July 28, 2010, Pite Duncan filed an objection to plaintiffs reorganization  
16 plan and attached to its object: a promissory note, a deed of trust, an assignment of deed of  
17 trust signed by robo-signer Jeffrey Stephan, and Broker Price Opinion. Pite Duncan's version  
18 of the promissory note intentionally deleted the original loan numbers and the MERS MIN  
19 numbers. Pite Duncan attempted to hide the true identity of all the investors, who bought the  
20 promissory note. By hiding the identity of all the investors, the promissory note could be sold  
21 and resold numerous times. In other words, if borrowers owe one million dollars on a note,  
22 that million dollars note would be sold numerous times resulting in a big profit for lenders.  
23 Plaintiffs' loan is under a securitized mortgages as Pite Duncan asserted that the secured  
24 creditor is HSBC, who were in concert with all defendants to have Jeffrey Stephan, without  
25 personal knowledge, execute the fabricated and manufactured assignment of deed and have it  
26 acknowledged by a notary in the same office without the presence of Jeffrey Stephan.

#### 26 **Assignment of the Deed of Trust**

27 38. On May 26, 2009, Pite Duncan manufactured an assignment of deed, which was  
28 signed by Jeffrey Stephan, an infamous robo-signer, who executed the document as a MERS



1 vice president and acknowledged the document by a notary public by the name of Thomas P.  
2 Strain. See Exhibit "C". The assignment of deed was recorded by First American Title  
3 Company as an accommodation only that certain assignment of deed be mail to Pite Duncan at  
4 4375 Jutland Drive P.O. Box 17933 San Diego, California 92117-0933, and recorded on July  
5 16, 2009.

6 39. On May 26, 2009, MERS, without authority, executed and acknowledged an  
7 assignment of deed through GMAC employee Jeffrey Stephan who signed under MERS as  
8 vice president. See Exhibit "D", Jeffrey Stephan deposition.

9 **Substitution of Trustee**

10 40. The original trustee under the deed of trust is Fidelity National Title. None of  
11 the defendants have any evidence that they have powers as a trustee under the deed of trust to  
12 conduct a foreclosure sale.

13 **Notice of Trustee Sale**

14 41. On December 28, 2010, ETS executed a NOTICE OF TRUSTEE SALE and  
15 recorded the document on December 31, 2010. ETS scheduled to have the subject property to  
16 be auctioned January 27, 2011. See Exhibit "E".

17 42. On January 26, 2011, plaintiffs were only aware of the impending trustee sale  
18 through their tenants.

19 43. On January 27, 2011, plaintiffs attended the auction sale but the sale was  
20 postponed to February 9, 2011.

21 44. Plaintiffs assert that there is no substitution of trustee ever recorded in the  
22 County San Mateo authorizing ETS to conduct the trustee sale or authorizing as a legal trustee.

23 45. ETS hurriedly recorded a Notice of Trustee Sale in order to profit from an  
24 illegal foreclosure. ETS has no evidence that ETS is a trustee under the deed of trust. The  
25 original trustee under the deed is Fidelity National Title. There is no evidence in the County of  
26 Recorder's Office in San Mateo that the beneficiaries under the deed recorded a substitution of  
27 trustee. Even if ETS could provide that evidence of a recorded substituted trustee, it has to  
28 comply with Cal Civ. Code § 2924 et seq. in order to do non-judicial foreclosure in California.  
ETS did not record a Notice of Default prior to recording a Notice of Trustee Sale. ETS failed

1 to comply with California Civil Code § 2924 et seq. Therefore, the notice of trustee sale is null  
2 and void and has no legal effect as a matter of law. There is no evidence of recorded  
3 substitution of trustee and notice of default ever recorded by defendant ETS in the County of  
4 San Mateo where the property is located. The 2008 notice of default that was recorded has  
5 been expired and did not meet the timeline of California foreclosure procedures.

6 46. Plaintiffs were injured in fact and lost money or property as a result of these  
7 unlawful, unfair fraudulent business practices.

8 **MERS' Disclosure on Investor of Plaintiffs' Loan**

9 47. On June 16, 2010, MERS' Servicer ID disclosure stated that the investor is  
10 HSBC Bank, USA as Trustee. However, it did not disclose specifically which Trust was  
11 HSBC as trustee for? MERS disclosure mislead plaintiffs in discovering the real investor of  
12 this complex security mortgages. See Exhibit "F". How did Pite Duncan arrive into conclusion  
13 that the trust was under DALT 2007-A03 when MERS' disclosure did not identify the name of  
14 the TRUST themselves?

15 48. Defendant HSBC as Trustee on information and belief handles many Trusts and  
16 that all the Defendants in this action are in concert with one another to defraud Plaintiffs in  
17 order to foreclose Plaintiffs property.

18 **Pite Duncan's Role in Plaintiffs' Loan.**

19 49. Pite Duncan, claiming to be hired by the secured creditor HSBC submitted an  
20 objection to plaintiffs bankruptcy reorganization plan on July 28, 2010. There is no proof  
21 that this debt collectors law firm Pite Duncan was ever hired by HSBC as secured creditor.  
22 How could a competent law firm file an objection to plaintiffs reorganization plan when there  
23 is no Proof of Claim filed in the bankruptcy court in order to perfect the lien?

24 **FIRST CAUSE OF ACTION**

25 **VIOLATION OF CALIFORNIA ROSENTHAL ACT**

26 **(As Against ETS, GMAC, HSBC, PITE DUNCAN)**

27 50. Plaintiffs incorporate by reference paragraphs 1-49 each and every allegation  
28 set forth above and herein.

1 51. To establish a violation of the California Rosenthal Act:

2 (1) the plaintiff is any natural person who is harmed by violations of the  
3 California Rosenthal Act. Cal Civ. Code § 1788.2(g)

4 (2) involves a "debt", which means money, property or their equivalent which  
5 is due or owing or alleged to be due or owing from a natural person to another person.  
6 Cal Civ. Code § 1788.2(d)

7 (3) defendants were "debt collector", engaging in "debt collection" practices  
8 under the Rosenthal Fair Debt Collection Practices Act ("the Rosenthal Act), Cal.  
9 Civ. Code section 1788.2(c), on which is "any person who, in the ordinary course of  
10 business, regularly, on behalf of himself or herself or others, engages in debt  
11 collection." Cal Civ. Code § 1788.2(c).

12 (4) the defendant has violated, by act or omission, a provision of the  
13 California Rosenthal Act.

14 52. Plaintiffs allege that Defendants are debt collectors under the definition of the  
15 California Rosenthal Act in that they regularly, in the course of their business, on behalf of  
16 themselves or others, engage in the collection of debt. ETS is a debt collector and failed to  
17 disclose that ETS is a debt collector attempting to collect a debt. GMAC is a debt collector  
18 because it attempted to collect money on a defaulted loan and participated in the executing of  
19 documents to collect on that debt. Pite Duncan is a debt collecting law firm because its  
20 principal business is to collect debts on defaulted mortgage loans. HSBC is a debt collector  
21 when it attempted to gain beneficial interest in a defaulted loan.

22 53. Defendants violated the Act when in attempting to collect the debt by using  
23 false, deceptive and misleading statement in connection with their collection of Plaintiffs  
24 mortgage debt as alleged herein Cal Civ. Code section 1788.17, incorporating 15 U.S.C.A.  
25 section 1692e.

26 a. misrepresented to Plaintiffs who the true owner of the Note and the  
27 Deed. This is a violation of Cal Civ. Code §§ 1788.13(i), (k) and (l). Because, for reasons  
28 stated above, this action violates the FDCPA, this is also a violation of Cal Civ Code §  
1788.17, incorporating 15 U.S.C.A. section 1692e.

1 b. claimed an interest in the DEED through a fraudulent assignment of  
2 the Deed of Trust. This is a violation of Cal Civ. Code §§ 1788.13(i), (k) and (l). Because,  
3 for reasons stated above, this action violates the FDCPA, this is also a violation of Cal Civ  
4 Code § 1788.17.;

5 c. submitted fraudulent, fabricated and bogus assignment of deed This  
6 is a violation of Cal Civ. Code §§ 1788.13(i), (k) and (l). Because, for reasons stated above,  
7 this action violates the FDCPA, this is also a violation of Cal Civ Code § 1788.17;

8 d. Inflated amount of a debt, fraudulent, and false charges, which they  
9 cannot explain. This is a violation of Cal Civ. Code §§ 1788.13(i), (k) and (l). Because, for  
10 reasons stated above, this action violates the FDCPA, this is also a violation of Cal Civ Code  
11 § 1788.17

12 e. Attempting to foreclose on the property without any evidence or chain  
13 of title that the Defendants had any interest in the promissory note and the deed of trust. This  
14 is a violation of Cal Civ. Code §§ 1788.13(i), (k) and (l). Because, for reasons stated above,  
15 this action violates the FDCPA, this is also a violation of Cal Civ Code § 1788.17.

16 f. Defendant ETS made false and misleading statement to plaintiffs that  
17 ETS is a trustee under then deed of trust, the fact is the original trustee of plaintiff deed is  
18 Fidelity National Title.

19 54. Defendants' actions have caused Plaintiff actual damages, including, but not  
20 limited to, severe emotional distress, their marriage, frustration, anger, anxiety, sleeplessness,  
21 sadness and depression.

## 22 SECOND CAUSE OF ACTION

### 23 FRAUD

#### 24 (As Against All Defendants)

25 55. Plaintiffs incorporate by reference paragraphs 1-55 each and every allegation  
26 set forth above and herein.

27 56. Plaintiffs allege that the Defendants made false representations to the  
28 Plaintiffs regarding material facts, including but not limited to, the true owner and holder of

1 the NOTE and DEED, true agents of the creditors, transfers of the deed of trust, notice of  
2 default, and notice of trustee sale.

3 57. Plaintiffs relied on these representations of the owner, beneficiary, and  
4 servicer of the loan, which cause the debt to rise on their property and now face losing the  
5 property to a wrongful foreclosure.

6 58. Plaintiffs argue that all of the Defendants misrepresented to Plaintiffs the true  
7 owner of the loan and to whom Plaintiffs' are indebted to, by assigning the debt to HSBC.  
8 Plaintiffs, who denied they even owe money to these entities, could not possibly owe money to  
9 HSBC. Jeffrey Stephan, an infamous robo-signer, who is working with GMAC, pretending to  
10 act as vice president of MERS, signed the assignment of deed. Jeffery Stephan is not a vice  
11 president of MERS, had no authorization to execute an assignment of deed, and falsely  
12 executed the assignment of beneficial interest in the Plaintiffs' deed. This misrepresentation  
13 by defendants constitutes a fraud.

14 59. Defendants conspired with each other by representing that Jeffrey Stephan is the  
15 vice president of MERS, which is false. Jeffrey Stephan is an employee of GMAC.

16 60. A misrepresentation is fraudulent if the maker (1) knows or believes that the  
17 matter is not as he represents it to be, (2) does not have the confidence in the accuracy of his  
18 representation that he states or implied, and (3) knows that he does not have the basis for his  
19 representation that he states or implied.

20 61. Pite Duncan committed "fraud upon the court" by filing an objection to  
21 plaintiffs reorganization plan by stating that HSBC is the secured creditor when there is no  
22 evidence to prove the HSBC was the secured creditor. Pite Duncan knowingly relied on false  
23 information, like the assignment of the deed, in claiming HSBC was the secured creditor of  
24 plaintiffs loan.

25 62. Pite Duncan violated the Trust by not complying with Pooling & Servicing  
26 Agreement ("PSA") of the Trust, which must comply with its agreement on how to transfer the  
27 loan so investors will not be subjected to Internal Revenue Services.

28 63. Plaintiffs relied on these misrepresentations when Plaintiffs filed for bankruptcy

1 in order to stop the foreclosure sale. Plaintiffs relied on Defendants' misrepresentations about  
2 the owner of the loan during Plaintiffs' bankruptcy proceeding while Plaintiffs were  
3 reorganizing their Chapter 11 Plan. Defendants' misrepresentations adversely affected  
4 Plaintiffs' reorganization efforts. The truth is that Defendants never intended to give Plaintiffs  
5 an opportunity to reorganize their Plan because these Defendants were in cohort by creating a  
6 false and manufactured assignment of deed in order to collect a debt through the non-judicial  
7 foreclosure process.

8 64. ETS knowingly filed a notice of trustee sale without filing a notice of default.

9  
10 65. ETS knowingly claimed to be the trustee without any recorded substitution of  
11 trustee. The original Trustee under the deed is Fidelity National Title.

12 66. This misrepresentation allowed ETS to continue with the foreclosure for non-  
13 compliance of Ca. Civil Code 2924 et seq.

### 14 **THIRD CAUSE OF ACTION**

#### 15 **WRONGFUL FORECLOSURE UNDER CAL CIV CODE §§ 2924a, 2934a**

#### 16 **(As Against ETS, GMAC, HSBC, Pite Duncan, and MERS)**

17 67. Plaintiffs incorporate by reference paragraphs 1-66 each and every allegation set  
18 forth above and herein.

19 66. Defendants recorded bogus assignments of Deed, executed by Jeffrey Stephan.  
20 This assignment of the deed was an attempt to allow HSBC and ETS to foreclose the property  
21 regardless of the fact they were not the original beneficiary and trustee of the deed.

22 67. Defendant ETS claiming to be the foreclosing trustee, was not authorized to act  
23 as trustee at the time that it filed the Notice of Trustee Sale on the subject property. This is  
24 violation of Cal Civ. Pro § 2934a(a)(1).

25 68. In order to initiate a non-judicial foreclosure in the State of California, trustees  
26 should comply with Ca. Civ. Code § 2924, § 2934(a)(1). Only the beneficiary under the Deed  
27 of Trust may execute a substitution of trustee. Recorded substitution of trustee becomes  
28

1 effective and Notice of Default will be recorded after the recording a substitution of trustee.  
2 See Cal Civ. Code § 2924a-2934a.

3 In addition according to Fannie Mae Release 98-06:

4 A trustee that is not the original named in the mortgage documents must not  
5 submit the "notice of default" for recordation in connection with a non-judicial  
6 foreclosure of a California property until after a "substitution of trustee" has  
7 been recorded...If the "notice of default" names the new trustee, that trustee is  
8 acting without power because under § 2934a of the California Civil Code it is  
9 the filing of "substitution of trustee" that provides authority to the new trustee.  
10 When a "substitution of trustee" is required in connection with non-judicial  
11 foreclosures in California, a servicer should make sure that the trustees it uses  
12 has the "substitution of trustee" recorded before the "notice of default" is  
13 recorded.

14 69. In the instant case, the Notice of Trustee Sale was recorded on December 31,  
15 2010, without first filing the Notice of Default. Then ETS made a fatal mistake in claiming to  
16 act as a trustee without a recorded substitution of trustee. Therefore, for that reason as well,  
17 the notice of trustee sale is of no legal effect and the foreclosure cannot lawfully occur as a  
18 result of this defect.

19 70. Plaintiffs believe that their loan mortgage has been securitized and sold to  
20 different investors and that the investors for refinancing Plaintiffs property have satisfied the  
21 original lender MortgageIT.

22 71. MERS had no authority to assign the deed to HSBC as Trustee for DALT 2007-  
23 A03, MERS as nominee for MortgageIT have no evidence to prove it act in behalf of  
24 MortgageIT. MortgageIT has been dissolved prior to MERS transferring all the beneficial  
25 interest to HSBC under plaintiffs deed of trust. MERS does not have any beneficial interest in  
26 the promissory note.

27 72. For these reasons, Defendants did not properly follow the procedures set in Cal.  
28 Civ. Code 2924a. Therefore, all previous actions and future actions are VOID.

**FOURTH CAUSE OF ACTION**  
**UNLAWFUL BUSINESS PRACTICES**  
**(Against all Defendants)**

73. Plaintiffs incorporate by reference paragraphs 1-72 each and every allegation set forth above and herein.

74. Plaintiff is informed and believes, and on that basis alleges, that Defendants have been engaged in, and continues to engage in, numerous acts and/or a pattern and practice of unfair competition within the State of California in violation of Business and Professions Code § 17200 et seq., proscribing deceptive business practices. Defendants undertook in the unfair and unlawful business practices in their dealing with the Plaintiffs engaging in the following acts:

a. Pite Duncan knowingly representing to the Plaintiffs that HSBC was the secured creditor by a way of a fraudulent assignment of the deed of trust. Pite Duncan requested and created the fraudulent assignment of the deed, which they recorded in the County of San Mateo.

b. GMAC knowingly allowed its employees at the time of the commission of the fraud, on MAY 26, 2009, Jeffrey Stephan executed an assignment of the deed of trust without any personal knowledge or authorization by MERS to sign such a document on MERS' behalf and acknowledged by a notary public by the name of Thomas P. Strain.

c. MERS, without any authority of authorization by its principal, MortgageIT, used a GMAC employee, Jeffery Stephan, to pretend to act as a vice president of MERS in executing an assignment of the deed of trust.

d. HSBC unjustly received beneficial interest in the deed of trust without any endorsement or possession of the original promissory note.

e. ETS wrongfully claims to act as the foreclosing trustee on the subject property without providing any evidence of a recorded substitution of trustee, a necessary document in order for ETS to attempt to conduct a trustee sale.



1       75. The above-described unlawful, unfair, negligent and fraudulent business  
2 practices are an ongoing threat of injury to the Plaintiffs and the general public. Plaintiffs and  
3 the general public continue to be financially harmed by such conduct and, unless restrained,  
4 Defendant will continue to engage in such conduct.

5       76. Pursuant to California Business and Professions Code § 17203, Plaintiffs are  
6 entitled to an order of this Court enjoining defendants from continuing to engage in unfair  
7 competition, as defined in Business and Professions Code § 17200, in the State of California.  
8 Plaintiffs and the general public will be irreparably harmed if such an order is not granted.

9       77. Defendants have been unjustly enriched at the expense of the Plaintiffs who  
10 therefore are entitled to equitable restitution and disgorgement of profits realized by  
11 Defendants in attempting to foreclose Plaintiffs' real property.

12                   **FIFTH CAUSE OF ACTION**

13                   **REQUEST FOR INJUNCTIVE RELIEF**

14                   **(As to All Defendants)**

15       78. Plaintiffs incorporate by reference paragraphs 1-77 each and every allegation  
16 set forth above and herein.

17                   **INJUNCTION IS PROPER**

18       79. INJUNCTIVE RELIEF IS NECESSARY AND APPROPRIATE because all the  
19 documents were procured through means of misrepresentation, knowledge of falsity, and  
20 intended to defraud Plaintiffs, which violates Cal Civ. Code §§ 2924 et seq. and 2934a, violates  
21 the California Rosenthal Act, and constitutes Fraud.

22                   **General Standard For Granting Preliminary Injunction**

23       80. The general test for determining whether the moving party is entitled to a  
24 preliminary injunction is either a combination of (1) probable success on the merits and the  
25 possibility of irreparable injury without such injunction, or (2) that serious questions are raised  
26 and the balance of the hardship tips sharply in the moving party's favor. *California Cedar*  
27 *products Co. v. Pine Mountain Corp.*, 724 F.2d 827, 830 (9th Cir. 1984); *Universal Life*  
28

1 *Church, Inc. v. State* (1984) 158, Cal. App.3d 533, 536 (“a preliminary injunction may be  
2 granted when the party seeking relief is likely to succeed on the merits of the action, or will  
3 suffer irreparable injury if an injunction is not granted”); Code of Civil Proc. § 526. In general,  
4 in order to obtain the equitable relief of an injunction, the Plaintiffs must show a significant  
5 threat of “irreparable injury” and that legal remedies are “inadequate”. The greater the relative  
6 hardship to the moving party, the less probability of success must be shown. *Arcamuzi v.*  
7 *Continental Airlines, Inc.*, 819 F.2d 935,937 (9th Cir. 1987); *First Brands Corp. v. Fred*  
8 *Meyer, Inc.*, 809 F.2d 1378, 1381 (9th Cir. 1987).

9 **There Is A Strong Likelihood that Plaintiffs Will Prevail On The Merits**

10 81. Plaintiffs are able to present serious questions on the merits. Defendants are in  
11 violation of California Civil Code §§ 2934, 2924 et seq. Under Cal Civil code § 2924, only the  
12 trustee, mortgagee, or beneficiary, or any of their authorized agents may file and record a  
13 Notice of Default. ETS filed and recorded a Notice of Default on December 17, 2008, twenty-  
14 four months after Notice of Trustee Sale was recorded on December 31, 2010.

15 82. Therefore, “...without a valid notice of default, a foreclosure sale cannot  
16 proceed...[t]he available, existing remedy is found in the ability of a court in section 2924g,  
17 subdivision (c)(1)(A), to postpone the sale until there has been compliance with section  
18 2923.5.” *Mabry v. Superior Court*, 185 Cal. App. 4th 208 at 223.

19 83. ETS claims to be acting as the Trustee. However, there is no substitution of  
20 trustee recorded that substituted ETS as trustee. Under § 2934a(a)(1), “The trustee under a  
21 trust deed...may be substituted by the **recording** in the county in which the property is located  
22 of a substitution **executed and acknowledged** by (A) all the beneficiaries under the deed of  
23 trust. (2) A substitution executed pursuant to subparagraph (B) of paragraph (1) is not  
24 effective unless all the parties signing the substitution sign, under penalty of perjury, a separate  
25 written document. ETS has no evidence of executed and recorded Substitution of Trustee.  
26 Therefore, ETS has no authority to conduct a trustee sale of the property.

27 84. Also, only the beneficiaries under the deed of trust may substitute the trustee.  
28 See Cal. Civ. Code § 2934a(a)(1)(a). HSBC’s only became the beneficiary under the Deed of

1 Trust through a fraudulent assignment of deed of trust, executed by Jeffery Stephan, who was  
2 never a MERS employee. Even if the assignment of the deed of trust were valid, HSBC never  
3 substituted the original trustee with ETS. Therefore, ETS lacks authority to conduct a trustee  
4 sale.

5 85. ETS committed many violations against the Plaintiffs. Plaintiffs are able to  
6 present serious allegations that have merit against the Defendants, which are likely to succeed  
7 in those claims.

8 **Equity Support the Issuance of An Injunction**

9 86. The principles of equity apply to a foreclosure sale. Equity does not allow one  
10 to take advantage of his own wrong nor will it assist in perpetration of fraud on another or the  
11 public. Courts can set aside a foreclosure sale when there has been fraud, when the sale has  
12 been improperly, unfairly, or unlawfully conducted, or when there has been such a mistakes  
13 that it would be inequitable to let it stand. See e.g. *Bank of America National Trust and Savings*  
14 *Ass'n v. Reidy* (1940) 15 Cal. 2d 243, 248; *Whitman v. Transtate Title Vo.* (1985) 165 Cal.  
15 App. 3d 312, 322-323.

16 87. With these equitable concepts in mind, it is clear from the evidence presented  
17 that Defendants were not authorized to record an assignment of deed of trust and notice of  
18 trustee sale in order to gain standing and be a real party in interest and to conduct a non-  
19 judicial foreclosure on Plaintiffs' property. Defendants failed to comply with California Civil  
20 Code §§ 2934(a)(1), (A), (B) and 2924 et seq. These failures and violations mandate that the  
21 subject foreclosure process does not meet the requirements of California non-judicial  
22 foreclosure. This foreclosure is, therefore, invalid, and an injunction preventing the  
23 foreclosure should be issued.

24 **The Relative Hardship Weigh Heavily For Plaintiffs**

25 88. In this matter, the relative hardship to Plaintiffs is losing their rental property to  
26 a pretender trustee, ETS, who did not comply with Ca. Civil Code 2924 et seq. by not filing a  
27 notice of default. Plaintiffs also stand to lose the property based on a Fraudulent Assignment  
28 of Deed from MERS, which was signed by infamous robo-signer Jeffrey Stephan, who had no

1 authority to signed in behalf of MERS. ETS and GMAC cannot proceed with a Trustee Sale.  
2 This represents an irreparable injury because Plaintiffs invested all their hard earned money on  
3 this rented property. However, these defendants did not contribute any penny towards the  
4 Plaintiffs' refinancing the property. Plaintiffs spent money to remodel the property in order for  
5 the tenants to live comfortably. The Defendants will get the Plaintiffs' property by using  
6 fabricated documents to profits on this foreclosure proceeding by getting the house for FREE.  
7 The loss of one's property due to foreclosure constitutes an irreparable injury. *Demarest v.*  
8 *Quick Loan Fund. Inc.* 2009 WL 9403377 (C.D. Cal.); *Wrobel v. S.L. Pope & Associates*, 2007  
9 WL 2345036 at 1 (S.D. Cal. 2007) ( "losing one's home through foreclosure is an irreparable  
10 injury"); *Bland v. Carone Family Trust*, 2007 WL 951344 at 2 (S.D. Cal. 2007). Numerous  
11 courts have found this inquiry enough by itself to mandate preliminary injunctive relief. See  
12 e.g. *Nichols v. Deutsche Bank National Trust Co.*, 2007 WL 4181111, at 2 (S. D. Cal. 2007);  
13 *United Church of Med. Ctr. v. Med. Ctr. Commo'n* (7th Cir. 1982) 689 F.2d 693, 701; *Johnson*  
14 *v. U.S Department of Agriculture*, supra at 789.

15 89. If Defendants are allowed to foreclose, Plaintiffs' tenants, who have five  
16 children, will be wrongfully displaced because of the Defendants' misconduct and Fraud.  
17 Plaintiffs' tenants will likely have a difficult time finding an alternative place to live. This  
18 would be a burden for the community as a whole especially for the City of San Mateo.

19 90. In contrast, Defendants suffer nothing by preserving the status quo and allowing  
20 Plaintiffs and their tenants to remain in the property until the matter is determined on the  
21 merits. Indeed, inasmuch as Plaintiffs tenants continue to occupy and maintain the property, its  
22 value will be preserved accordingly. In contrast, if the Plaintiffs property is foreclosed upon  
23 and left vacant—as thousand of other properties in our community have—it will likely fall into  
24 despair and decline in value.

25 **Exigent Circumstances Exist For TRO.**

26 91. As set forth above and in supporting Declarations, unless Defendants are  
27 immediately enjoined from conducting the trustee sale that is set for February 9, 2011,  
28 Plaintiffs will suffer immediate and irreparable damage in that Plaintiffs will lose their rental

1 property forever as a result of FRAUD.

2 **SIXTH CAUSE OF ACTION**

3 **QUIET TITLE**

4 **(As Against all Defendants)**

5 92. Plaintiffs incorporate by reference paragraphs 1-91 each and every allegation  
6 set forth above and herein.

7 93. Plaintiffs, at all times relevant herein, were the owner and/or entitled to  
8 possession of The Property along with the co-tenant/owners.

9 94. Plaintiffs are seeking to quiet title against Defendants' claim of right to  
10 foreclosure and own the property with the following LEGAL DESCRIPTION:

11 THE LAND REFERRED TO HEREIN BELOW IS  
12 SITUATED IN THE CITY OF SAN MATEO, COUNTY OF  
13 SAN MATEO, STATE OF CALIFORNIA, AND IS  
14 DESCRIBED AS FOLLOWS:

15 LOT 11, BLOCK 3, AS SHOWN ON THAT  
16 CERTAIN MAP ENTITLED "FOOTHILL TERRACE"  
17 FILED IN THE OFFICE OF THE RECORDER ON JUNE 10,  
18 1946 IN BOOK 25 AT PAGE (S) 59.

19 JPN: 034-031-312-03

20 APN: 034-312-030


21 **DEMAND FOR JURY TRIAL AND PRAYER FOR DAMAGE AND FOR RELIEF**

22 WHEREFORE, plaintiffs respectfully pray for this court to enter a judgment in favor  
23 of Plaintiffs on all causes of action against Defendants as follows:

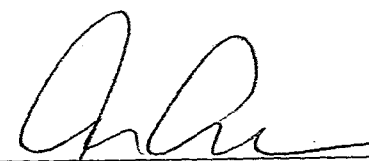
- 24 1. That the foreclosure or attempted foreclosure of the subject property is  
25 deemed illegal and void and the same be immediately and permanently  
26 enjoined, and that Defendants are prevented from engaging in any sale,  
27 transfer, conveyance action or any conduct adverse to Plaintiff's interest  
28 therein;

2. That the action of all of the Defendants be determined to be unfair and deceptive practices in violation of California law and that this Court award all such relief to Plaintiffs as they may be entitled, including injunctive relief, treble damages and an award of cost;
3. For compensatory damages according to proof;
4. For punitive damages according to proof;
5. For an immediate, preliminary and permanent restraining order and injunction preventing Defendants or any of their agents or representative from taking any further action on the Subject Property.
6. For any other relief the Court may deem just and proper.

Dated: February 2, 2011

  
\_\_\_\_\_  
FERMIN SOLIS ANIEL  
PRO SE PLAINTIFF

Dated: February 2, 2011

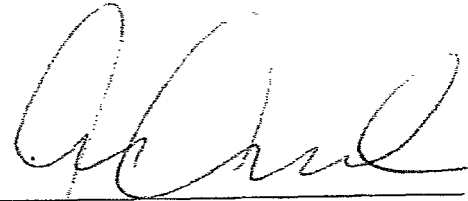
  
\_\_\_\_\_  
ERLINDA ABIBAS ANIEL  
PRO SE PLAINTIFF

Verification

The undersigned, for herself declares:

I am one of the Plaintiffs in the above-entitled action. I have read the forgoing complaint, filed on February 2, 2011, and know the contents thereof. With respect to the causes of action alleged by me, the same is true by my own knowledge, except as those matter which are therein stated on information and belief, and, as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the state of California, that the foregoing is true and correct.



ERLINDA ABIBAS ANIEL

**EXHIBIT “ B ”**



IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA  
CASE NO. 50 2008 CA 040805XXXX MB

GMAC MORTGAGE, LLC,

Plaintiff,

-vs-

ANN M NEU A/K/A ANN MICHELLE  
PEREZ; DOUGLAS WILLIAM NEU;  
UNKNOWN TENANT (S) IN  
POSSESSION OF THE SUBJECT  
PROPERTY,  
Defendants.

---

DEPOSITION OF JEFFREY STEPHAN

Thursday, December 10, 2009  
1:00 p.m. - 2:30 p.m.

Consor & Associates  
1655 Palm Beach Lakes Blvd., Ste. 500  
West Palm Beach, Florida 33401

Reported By:

Jamie Reynolds Bentley, Court Reporter  
Notary Public, State of Florida  
Consor & Associates  
1655 Palm Beach Lakes Blvd., Suite 500  
West Palm Beach, Florida 33401  
(561) 682-0905

1 APPEARANCES:

2 On behalf of the Plaintiff:

3 ALEJANDRA ARROYAVE, ESQ.

Lapin & Leichtling

4 225 Alahamra Circle

Suite 800

5 Coral Gables, Florida 33134

(305) 569-4100

6

7

8 On behalf of the Defendant:

9 CHRISTOPHER IMMEL, ESQ.

Ice Legal, P.A.

10 1975 Sansbury's Way

Suite 104

11 West Palm Beach, Florida 33411

(561) 798-5658

12

13

14

15

16

17

18

19

20

21

22

23

24

25

I N D E X

WITNESS:	DIRECT	CROSS	REDIRECT	RECROSS
JEFFREY STEPHAN				
BY MR. IMMEL	4			54
JEFFREY STEPHAN				
BY MS. ARROYAVE		51		

E X H I B I T S

NUMBER	PAGE
DEFENDANT'S EX. A	17
DEFENDANT'S EX. B	24
DEFENDANT'S EX. C	26
DEFENDANT'S EX. D	30
DEFENDANT'S EX. E	32
DEFENDANT'S EX. F	33
DEFENDANT'S EX. G	37
DEFENDANT'S EX. H	37
DEFENDANT'S EX. I	38
DEFENDANT'S EX. J	40
DEFENDANT'S EX. K	41
DEFENDANT'S EX. L	44
DEFENDANT'S EX. M	46
DEFENDANT'S EX. N	49

## P R O C E E D I N G S

- - -

Deposition taken before Jamie Reynolds Bentley, Court Reporter and Notary Public in and for the State of Florida at Large, in the above cause.

- - -

THE COURT REPORTER: Do you swear or affirm that the testimony you are about to give will be the truth, the whole truth and nothing but the truth?

THE WITNESS: I do.

Thereupon,

(JEFFREY STEPHAN)

having been first duly sworn or affirmed, was examined and testified as follows:

## D I R E C T   E X A M I N A T I O N

BY MR. IMMEL:

Q. All right. We are here on GMAC Mortgage, LLC versus Neu. This is the deposition of Jeffrey Stephan. I'm sure your attorney has gone over things with you a little bit. But if you could just keep one thing in mind, to answer, not to simply nod your head or anything like that. We need for your answers to be clear for the court reporter that way.

A. Yes.

Q. Could you please state your name for the

1 record.

2 A. My name is Jeffrey Stephan.

3 Q. Okay. And who do you work for?

4 A. GMAC, LLC.

5 Q. And is there a difference between GMAC, LLC  
6 and GMAC Mortgage, LLC?

7 A. GMAC, LLC -- I'm trying to think of the word  
8 to use -- the most recent name.

9 Q. Okay.

10 A. It's GMCA Mortgage Corporation.

11 Q. Okay.

12 A. I'm not sure how you would word that.

13 Q. Okay. So are they -- does GMAC, LLC -- now  
14 has that basically taken over these other entities --

15 A. Yes.

16 Q. -- that formerly existed?

17 A. Yes.

18 Q. So these entities no longer currently exist?

19 A. Right.

20 Q. Okay. And how long then have you been  
21 employed by GMAC, LLC?

22 A. Five years.

23 Q. Okay. And prior to that, it was GMAC Mortgage  
24 and GMAC Corporation?

25 A. That was as the whole five years.

1 Q. Oh, okay.

2 A. Yes.

3 Q. As the whole five years. And what is your  
4 title?

5 A. I'm a team leader in the foreclosure  
6 department.

7 Q. Okay. And what are your responsibilities?

8 A. I am the team lead of the document execution  
9 unit.

10 Q. Okay.

11 A. And also the service transfer unit.

12 Q. And so what type of documents do you  
13 ordinarily execute?

14 A. I execute on a daily basis assignments of  
15 mortgage, affidavits of any type that might be needed,  
16 deeds. Any type of the document that would need a  
17 signature of an officer of GMAC.

18 Q. Okay. And who do you report to?

19 A. I report to Margie Kwiatkowski.

20 Q. Could you spell that?

21 A. Yes. It's K-W-I-A-T-A-N-O-W-S-K-I.

22 Q. Okay. And approximately how many employees  
23 does GMAC Mortgage, LLC have?

24 A. I couldn't guess. I don't know.

25 Q. Sure. Okay. And as part of your

1 responsibilities, you execute assignments as a vice  
2 president of MERS?

3 A. Yes, that's correct.

4 Q. And in executing affidavits as a vice  
5 president, do you receive any compensation from MERS?

6 A. No.

7 Q. Have you had any training from MERS?

8 A. No.

9 Q. Okay. How many documents would you say you  
10 sign on an average week as far as executing affidavits  
11 and things of that nature?

12 A. It's very tough to estimate that to be honest  
13 with you.

14 Q. In a given month, would that be easier to say  
15 --

16 A. I would say --

17 Q. -- one hundred, 500?

18 A. -- in a month, my team brings to me  
19 approximately, I'd say a round number of 10,000. That's  
20 just an estimate, of course.

21 Q. Okay. And so, 10,000 your team brings to you.  
22 How many people do you oversee?

23 A. A team of 13 people.

24 Q. Okay. Now, would these people be given the  
25 duties of actually preparing the documents that you

1 ultimately sign and execute?

2 A. They would review the document that is given  
3 to them through our computer systems.

4 Q. Okay.

5 A. So they don't actually prepare it per se.  
6 They review it for the accuracy of what type of entity  
7 I'm signing as.

8 Q. Okay. How many different entities do you sign  
9 as?

10 MS. ARROYAVE: Objection: Form.

11 BY MR. IMMEL:

12 Q. Can you name what entities you sign --

13 A. I sign presently as MERS.

14 Q. Okay.

15 A. And under MERS as vice president or an  
16 assistant secretary. Also, I sign for GMAC Mortgage.  
17 And to be honest with you, it's too many entities for me  
18 to actually quote under GMAC. But it is as a limited  
19 signing officer.

20 Q. Okay. And earlier you stated that right now  
21 it's GMAC, LLC.

22 A. Uh-huh.

23 Q. You do still currently sign documents as GMAC  
24 Mortgage, LLC?

25 A. Yes, I do.



1 Q. Okay. And also as a corporation --

2 A. Yes.

3 Q. -- and some of the others that we've seen your  
4 signature on?

5 A. Yes, I do.

6 Q. Okay. Where then does the information that  
7 goes into the system that your team reviews --

8 A. Yes.

9 Q. -- where does that information come from?

10 A. The process that we use is -- and this is to  
11 my knowledge -- a file is referred to a foreclosure  
12 attorney stating exactly what entity would be needed  
13 through the referral unit. And at that point, the  
14 attorney receives the file to proceed with the  
15 foreclosure. That foreclosure name is generated upon  
16 GMAC supplying it on the referral. I'm not 100 percent  
17 sure of what that process is.

18 Q. Okay.

19 A. The documentation, as you stated, that you're  
20 asking about, is given to us after the attorney has been  
21 instructed on what name to foreclose in.

22 Q. And who instructs the attorney as to what name  
23 to foreclose it in?

24 A. It comes to our referral unit. Which is  
25 another process to my knowledge.

Page 10

1 Q. Okay. Approximately, if 10,000 are signed in  
2 a given month, you know, on an average, how long would  
3 you say you spend executing each one and actually  
4 signing?

5 A. It's tough to say.

6 Q. Okay. Would it be accurate to say that when  
7 these documents have been presented to you by your team  
8 --

9 A. Uh-huh.

10 Q. -- you take the face value that they are --  
11 they have been checked by your team?

12 A. That would be a correct statement, yes.

13 Q. So these documents wouldn't be actually  
14 executed on your own personal knowledge?

15 A. Right.

16 Q. It would be based on knowledge that came  
17 through --

18 A. Right.

19 Q. -- the chain --

20 A. I'm sorry.

21 MS. ARROYAVE: Can I interrupt just for a  
22 second? I just want to make sure that he finishes  
23 his question before you answer.

24 THE WITNESS: Sure. Sorry.

25

1 BY MR. IMMEL:

2 Q. Yes, yes, that's true, too.

3 So the information that your team obtains  
4 isn't based on their personal knowledge either, it's  
5 located within the computer networks?

6 MS. ARROYAVE: Objection: Form.

7 BY MR. IMMEL:

8 Q. The information on the documents that you  
9 execute is stored within your data base?

10 A. No, somewhere else.

11 Q. No. Okay. The information then is that --  
12 your team, they get that from a computer network that  
13 you have, correct?

14 A. No.

15 Q. Where does your team get that information?

16 A. That information is first given to the  
17 attorney to foreclose under which name as needed. If we  
18 are stating some type of assignment, for example, the  
19 attorney, to my knowledge, and I'm not 100 percent sure  
20 of their process because I don't work for the attorney,  
21 they would do a title check to verify what name the lien  
22 is presently in.

23 Q. Okay.

24 A. At that point is when it would initial if an  
25 assignment would be needed or not.

Page 12

1 Q. So at the direction of the attorney, your team  
2 creates these documents and then you execute them?

3 MS. ARROYAVE: Objection: Form.

4 BY MR. IMMEL:

5 Q. So your team executes documents at the request  
6 of attorneys?

7 MS. ARROYAVE: Objecting: Form. You can  
8 still answer it if you understand the question.

9 BY MR. IMMEL:

10 Q. Do you understand what I'm asking?

11 A. Yes, I understand what you're asking. My team  
12 does not create any documents.

13 Q. These documents are then sent from the  
14 attorney?

15 A. Yes.

16 Q. Okay. And you're -- so then the team that you  
17 oversee --

18 A. Uh-huh.

19 Q. -- simply reviews them for accuracy?

20 A. That's correct.

21 Q. Okay. And how do they verify the information  
22 is accurate?

23 A. They do not go into the system and verify the  
24 information as accurate. We are relying on our attorney  
25 network to ensure that they are asking for the correct

1 information.

2 Q. So the attorney creates these documents and  
3 you are relying that the attorney is correct?

4 A. Yes.

5 MS. ARROYAVE: Objection: Form.

6 BY MR. IMMEL:

7 Q. Okay. And then they are required to be  
8 notarized. Are they notarized in your office?

9 A. Yes.

10 Q. Is the notary present with you or is it down  
11 the hall?

12 A. The notary is in the same department.

13 Q. Same department. Okay. Are they physically  
14 present when you (sic) notarize this -- or when they  
15 notarize and then you execute it?

16 A. No, they are not physically present. But I  
17 will -- I do deliver them to the notary.

18 Q. All right.

19 A. And I wait for them to notarize it to hand  
20 them back to my team.

21 Q. Okay. All right. What department then? You  
22 said your department?

23 A. Right.

24 Q. And as part of their job responsibilities,  
25 would notarizing be their sole responsibility, or do

1 they have other responsibilities?

2 A. They have other responsibilities.

3 Q. Are any of the members of your team, people  
4 that also notarize documents that you execute?

5 A. Yes.

6 Q. Yes. Okay. Is there a job requirement that  
7 certain employees become notaries?

8 A. I don't know.

9 Q. Okay. And what type of -- what level of a  
10 type of employee would it typically be that is a notary?

11 A. I don't know that either.

12 Q. All right. Does the company pay for the  
13 process of becoming a notary or the renewal fees?

14 A. Yes.

15 Q. Okay. If a notary feels that they are being  
16 asked to notarize something that's done improperly, is  
17 there a process which they can, you know, raise that to  
18 anybody's attention?

19 A. I honestly don't know.

20 Q. You are not sure. Do you notarize any  
21 assignments of mortgage or other documents yourself?

22 A. No.

23 Q. Are you a notary?

24 A. No.

25 Q. How are witnesses ordinarily chosen?

1 MS. ARROYAVE: Object: Form.

2 Chosen for what?

3 BY MR. IMMEL:

4 Q. The witnesses to, say, the assignments of the  
5 mortgage, and the witnesses of things that you execute.

6 A. They are just chosen randomly.

7 Q. Chosen randomly. Okay. Approximately how  
8 many days a week do you spend executing assignments,  
9 affidavits, and the various documents that you execute?

10 A. Five.

11 Q. Five. Okay. Are there any specific days  
12 where it's one day these types of documents, this type  
13 of documents, or can it be just a mix?

14 A. It's a mix.

15 Q. Okay. Approximately how many documents would  
16 you say are presented to you by your team at a given  
17 time? Is it one at a time, or ten at a time?

18 A. It is done in bulk.

19 Q. Done in bulk.

20 A. I could not quote you the exact number.

21 Q. Okay. Going back to the signing officer as  
22 Mortgage Electronic Registration Systems, you said that  
23 you are -- you sign as both vice president and as an  
24 assistant secretary?

25 A. That is correct.

1 Q. Is there any basis for one -- you sign as one  
2 versus the other?

3 A. The majority of the time I sign as a vice  
4 president. Most times we do not need an assistant  
5 secretary, unless they are asking for a second signature  
6 on any type of an affidavit or assignment.

7 Q. Okay. And, again, you are not paid by MERS.  
8 Do you hold any other responsibilities with MERS that  
9 would be consistent with having the title of a vice  
10 president?

11 A. No.

12 Q. No. Okay. So you don't attend any board  
13 meetings for MERS?

14 A. No.

15 Q. You don't report to the secretary of MERS or  
16 any other people at MERS?

17 A. No.

18 Q. How did you become a MERS representative? Did  
19 you request to be a vice president of MERS?

20 A. I received the responsibility as being the  
21 team lead for document executing. It was assigned to me  
22 by our legal area.

23 Q. Okay. All right. So your responsibilities as  
24 a vice president of MERS to execute the assignments is  
25 really your job perspective, or an aspect of your job at



1 GMAC Mortgage, LLC or GMAC, LLC?

2 A. That is correct.

3 Q. Okay. And you've never been to any MERS  
4 offices or their headquarters?

5 A. No.

6 Q. Are you aware of why you were given the title  
7 of vice president versus assistant secretary or...

8 A. No, I'm not aware of that.

9 Q. Okay. All right. I have here the assignment  
10 of mortgage which you executed in this case.

11 A. Okay.

12 MR. IMMEL: I'll enter that as Exhibit A.

13 (Defendant's Exhibit Letter A was marked for  
14 identification.)

15 MR. IMMEL: I have a copy for you, as well.

16 THE WITNESS: Thank you.

17 BY MR. IMMEL:

18 Q. In the top left-hand corner it says, Record  
19 and return to offices of Marshall C. Watson.

20 Based on your earlier statements, it's  
21 accurate to say that attorneys at Marshall C. Watson  
22 created the information on this document?

23 MS. ARROYAVE: Objection: Form.

24 THE WITNESS: That would be correct.

25

1 BY MR. IMMEL:

2 Q. Okay. And who -- so an attorney chose the  
3 date of the 4th day of March, 2009.

4 Can you tell me the date actually. Whether  
5 that's the 3rd or the 5th of March.

6 A. To me it seems to be the 5th.

7 Q. Okay.

8 A. Actually, excuse me, let me change that. It  
9 would have to be the 3rd, because the notary did it on  
10 the 4th.

11 Q. Okay. And that is your signature on this  
12 document?

13 A. That is correct.

14 Q. Okay. Is it commonplace then for the notary  
15 to notarize a document the day after you've apparently  
16 executed it?

17 MS. ARROYAVE: Objection: Form.

18 THE WITNESS: I would say, yes, it would be  
19 common.

20 BY MR. IMMEL:

21 Q. Okay. So typically when you hand these off to  
22 the notary, and then they kind of catch up?

23 A. Uh-huh. Yes.

24 Q. Okay. The witnesses, Heather Reinhart, do you  
25 know her personally?

1 A. Yes, she is one of my employees.

2 Q. Is she on your team?

3 A. Yes.

4 Q. Is it possible that she would have been one of  
5 the people who reviewed this for accuracy?

6 A. That is possible.

7 Q. And the other person appears to be Tyra  
8 Wilks --

9 A. Wilson.

10 Q. Tyra Wilson. Okay. Is she also a member of  
11 your team?

12 A. Yes.

13 Q. And you know her personally, as well?

14 A. Yes.

15 Q. The notary, Susan Turner, is she a member of  
16 your team?

17 A. No, she is not.

18 Q. Do you know her personally?

19 A. Yes.

20 Q. It says here that you personally appeared  
21 before her on the 4th day of March. Is it possible that  
22 you executed then on the 3rd, and handed it to her and  
23 then you weren't personally in front of her at the time  
24 she notarized this?

25 A. I don't know. I can't recollect.

1 Q. All right. And how did you determine on this  
2 to execute it to GMAC Mortgage, LLC?

3 MS. ARROYAVE: Objection: Form.

4 THE WITNESS: I'm not sure if I understand the  
5 question.

6 BY MR. IMMEL:

7 Q. Okay. Did you have any say in the creation of  
8 who MERS would assign this to?

9 A. No.

10 Q. No. Your attorney, the Law Office of Marshall  
11 C. Watson, determined that?

12 A. No.

13 Q. No.

14 A. That is, as I stated earlier, when the  
15 foreclosure referral goes out, the referral unit  
16 determines what entity they should be foreclosing on.

17 Q. Okay. And the foreclosure referral unit that  
18 you speak of, is that part of your department?

19 A. Yes.

20 Q. Okay. So would they have records that they  
21 are able to refer to to determine who the new mortgagee  
22 should be according to these assignments?

23 A. Yes.

24 Q. And who -- do you have a name of any person  
25 that keeps those documents?

1 A. The team lead for that would be Brenda.

2 Q. Brenda?

3 A. Her last name is Staehle, S-T-A-E-H-L-E.

4 Q. Okay.

5 A. I think that's the way it's spelled.

6 Q. Can you tell me -- you really don't have any  
7 knowledge or information as to who should be the  
8 mortgagee? According to this document, you take it for  
9 face value; is that correct?

10 MS. ARROYAVE: Objection: Form.

11 THE WITNESS: Can you explain that further?

12 BY MR. IMMEL:

13 Q. You take it for face value that GMAC Mortgage,  
14 LLC is expected to be the mortgagee?

15 MS. ARROYAVE: Objection: Form.

16 BY MR. IMMEL:

17 Q. Who would have information who -- who MERS  
18 should assign this to? Would it be you or Brenda  
19 Staehle?

20 A. Brenda Staehle would be the individual or her  
21 team to refer the files, and they determine what name  
22 should be foreclosing in.

23 Q. Okay. So everything from that point on is  
24 based on the presumption that her team has ascertained  
25 those things to be correct?

1 A. That is correct.

2 MS. ARROYAVE: Objection: Form.

3 BY MR. IMMEL:

4 Q. All right. Okay. So on March 5th, 2009,  
5 you're not aware --

6 A. I believe it's the 3rd.

7 Q. March 3rd. I'm sorry. March 3rd, 2009,  
8 you're not aware of any physical transfer of the  
9 mortgage?

10 A. Can you rephrase that? I'm not following.

11 Q. Are you aware of any reason why the assignment  
12 of mortgage had to be executed on March 5th, 2009 -- or  
13 the 3rd, 2009? I'm sorry.

14 A. We have a process that's set up with our  
15 attorney network. And Marshall Watson is in that  
16 attorney network. The file is referred to them with a  
17 certain name to proceed with the foreclosure in. They  
18 will pull title. And whatever they see title is in, in  
19 order to proceed in the proper name, they need to get an  
20 assignment. In this instance it's MERS to GMAC.

21 Q. Okay. Are the assignments supposed to be  
22 completed prior to the filing of the foreclosure  
23 lawsuit?

24 MS. ARROYAVE: Objection: Form.

25

1 BY MR. IMMEL:

2 Q. Are you aware if it's a company policy at  
3 least?

4 A. I don't know.

5 Q. Okay. So as this assignment of mortgage, on  
6 the face of it, transfers from Mortgage Electronic  
7 Registration Systems as nominee for Mortgage Investors  
8 Corporation to GMAC Mortgage, LLC on March 3rd, 2009,  
9 would it be accurate to say that prior to that, this  
10 assignment, Mortgage Electronic Registration Systems was  
11 the mortgagee?

12 A. No.

13 Q. No. Okay. Why would that not be accurate to  
14 say?

15 A. Mortgage Electronic Registration, to my  
16 knowledge, is an origination entity to allow the passing  
17 of assignments through performing loans to make it more  
18 easier, I guess you would say, to transfer amongst  
19 different companies. MERS does not own loans.

20 Q. They wouldn't own the loan. But they would  
21 own the mortgage; is that correct?

22 MS. ARROYAVE: Objection: Form.

23 THE WITNESS: It's not correct, no.

24 BY MR. IMMEL:

25 Q. No. So they are the named mortgagee, so that

1 when the note is passed from entity to entity it doesn't  
2 have to be rerecorded?

3 A. That is to my knowledge, yes.

4 Q. All right. On this it also says that MERS is  
5 assigning the mortgage together with the note. I don't  
6 know if you see that line there. It's right there  
7 (indicating).

8 As you just stated, MERS has no interest in  
9 the note ever; is that correct?

10 A. I honestly don't know.

11 Q. Oh, okay. As far as you're aware --

12 A. Yes.

13 Q. -- MERS doesn't --

14 A. As far as I'm aware. (Witness nods head.)

15 Q. Okay. Are you aware of whether that's common  
16 language to exist in the assignments that you execute?

17 A. I honestly don't know.

18 Q. You're not sure. Okay. All right.

19 MR. IMMEL: And I have a copy of the first  
20 page of the mortgage here. Which I'll enter as  
21 Exhibit B.

22 (Defendant's Exhibit Letter B was marked for  
23 identification.)

24 BY MR. IMMEL:

25 Q. If you will notice it says that the mortgagee



1 according to the mortgage is Mortgage Electronic  
2 Registration Systems.

3 I believe it's right down there (indicating).

4 A. I disagree with that interpretation.

5 MS. ARROYAVE: Was there a question?

6 MR. IMMEL: Yes.

7 MS. ARROYAVE: What was the question?

8 BY MR. IMMEL:

9 Q. According to the mortgage, it says that MERS  
10 is the mortgagee?

11 A. My interpretation, it says right in the same  
12 paragraph, it says they are a nominee for the lender or  
13 the lender successors.

14 Q. Right. Okay. They are the mortgagee as  
15 nominee --

16 A. Uh-huh.

17 Q. -- for the lenders?

18 A. Yes.

19 Q. Okay. But they are a different entity from  
20 the lender and lender successors and things?

21 A. Yes.

22 Q. Okay. What does nominee in that regards mean?

23 A. I don't know.

24 Q. Okay. We can move on from there.

25 I have here -- which I'll enter as Exhibit

1 C -- some discovery that we received from MERS.

2 (Defendant's Exhibit Letter C was marked for  
3 identification.)

4 BY MR. IMMEL:

5 Q. And if you will turn to the second page. It  
6 is the document entitled, Min Summary.

7 And have you ever seen these records before?

8 A. No, I have not.

9 Q. So in executing the assignments of mortgage on  
10 behalf of MERS, do you consult any of MERS' records?

11 A. No.

12 Q. And you are not able to tell me what any of  
13 these entries would then mean? This is the first time  
14 you have seen this type of information?

15 A. In this format, yes.

16 Q. Okay. Have you seen this type of information  
17 in other formats?

18 A. Some of it. I understand what they mean as  
19 far as the acronyms in there.

20 Q. Okay. Based on your understanding, the  
21 investor says -- the investor is identified as  
22 Government National Mortgage Association - Ginnie Mae.  
23 What does the word "investor" mean in MERS' acronym?  
24 Are you aware?

25 A. I'm not sure how I can explain it. GMAC would

1 be the holder and the owner of the mortgage. GMAC would  
2 be the investor who is in the organization that  
3 contributed the fund. That's really the only way I can  
4 explain the relationship of an investor and servicer.

5 Q. Okay.

6 A. But that's only to my knowledge. I mean, I  
7 don't work in that fashion.

8 Q. Okay. So the servicer is supposed to take on  
9 the day-to-day activities of administering the mortgage  
10 of loan and collecting payments and so forth?

11 A. That would be correct.

12 Q. And they do that on behalf of the investor who  
13 loaned the monies?

14 A. Yes.

15 Q. Okay. And any monies that are received from  
16 the servicers, would they really be for the investor  
17 then to pay him back the loan?

18 A. I don't know.

19 Q. Okay. And as custodian, also, that would mean  
20 that they are in possession of the mortgage file,  
21 essentially, the note and any other applicable  
22 documents?

23 A. That's correct.

24 Q. Okay. All right. Where it has the pool  
25 number and it is blacked out. Do you know what the pool

1 number refers to?

2 A. No, I don't.

3 Q. No. Okay. And what about the investor loan  
4 number?

5 A. Yes, I understand what that is.

6 Q. And what would that relate to?

7 A. Every investor would have their own loan  
8 number. The same as GMAC would have their own loan  
9 number to classify the different files.

10 Q. Okay. And are you aware of how a mortgage  
11 that has been securitized, a mortgage note that's been  
12 securitized, would be reflected on something like this,  
13 on this summary?

14 A. I am not familiar.

15 Q. You are not familiar. Okay. Are you aware of  
16 anyone at GMAC Mortgage, LLC that has access to these  
17 MERS documents and records?

18 A. No, I'm not.

19 Q. You are not aware. Okay. Are you aware of  
20 anybody at GMAC that would have a responsibility to  
21 update the MERS documentation?

22 A. No.

23 Q. Okay. So the various individuals at GMAC that  
24 execute assignments on behalf of MERS have no  
25 responsibility to update the MERS' system that they had

1 actually done those assignments or anything like that?

2 A. That would be correct.

3 Q. Okay. Are you aware then of how the MERS'  
4 system is updated?

5 A. No.

6 Q. Okay. As a vice president, do you owe a  
7 fiduciary duty to the original lender to ensure that the  
8 mortgage is assigned to the proper entity?

9 MS. ARROYAVE: Objection: Form.

10 THE WITNESS: I actually don't understand your  
11 question.

12 BY MR. IMMEL:

13 Q. Do you own any duty to the -- when you assign  
14 these mortgages, you execute them as -- for MERS as  
15 nominee for a particular entity, correct?

16 A. That would be correct.

17 Q. Do you owe any responsibility then to that  
18 particular entity that MERS is nominee for to ensure  
19 that the mortgage is transferred to the new correct  
20 entity?

21 A. I don't know.

22 Q. Okay. All right.

23 MR. IMMEL: I have the corporate resolution  
24 here. Which I'll enter it as Exhibit D.

25

1 (Defendant's Exhibit Letter D was marked for  
2 identification.)

3 BY MR. IMMEL:

4 Q. Have you seen this document before?

5 A. Yes, I have.

6 Q. When was the first time you saw it?

7 A. I'm sorry, I can't say. I don't recollect.

8 Q. You're not sure. Is it fair to say it was  
9 quite a while ago?

10 A. Yes.

11 Q. Did you have any role in creating it or  
12 negotiating it?

13 A. No, I did not.

14 Q. No. Okay. The first paragraph says that you  
15 are authorized to assign a lien of any mortgage loan  
16 registered on the MERS register to the member.

17 Who would be the member according to this?  
18 Would that be GMAC Mortgage, LLC?

19 A. I don't know.

20 Q. Okay. Assign the lien, in paragraph 2, of any  
21 mortgage loan naming MERS as the mortgagee when the  
22 member is also the current promissory note-holder, or if  
23 the mortgage loan is registered on the MERS system, is  
24 shown to be registered to the member.

25 When you are assigning liens, you already

1       stated that you don't consult with any of the MERS  
2       records to determine whether or not it's registered to  
3       who -- whoever?

4               MS. ARROYAVE:  Objection:  Form.  Asked and  
5       answered.  Mischaracterization of prior testimony.

6       BY MR. IMMEL:

7               Q.    Okay.  You don't consult MERS system when  
8       assigned these liens?

9               A.    Yes.

10              MS. ARROYAVE:  Asked and answered.

11       BY MR. IMMEL:

12              Q.    All right.  Okay.  But is it fair to say that  
13       you don't ascertain whether the member is the current  
14       promissory note-holder when you assign the lien?

15              A.    That would be correct.

16              Q.    And you also don't know if the mortgage loan  
17       is registered on the MERS system?

18              A.    We are relying on our attorney network when  
19       they check the title --

20              Q.    Okay.

21              A.    -- to verify what title it is presently in.  
22       If it is MERS, we would sign for MERS.

23              Q.    Okay.

24              MR. IMMEL:  Exhibit E.

25

1 (Defendant's Exhibit Letter E was marked for  
2 identification.)

3 BY MR. IMMEL:

4 Q. Here is the GMAC Mortgage, LLC certificate of  
5 assistant secretary. Here you go.

6 And you are considered a limited signing  
7 officer giving you basically the same responsibility as  
8 a junior officer?

9 MS. ARROYAVE: Objection: Form.

10 THE WITNESS: I don't know if that's a correct  
11 statement.

12 BY MR. IMMEL:

13 Q. Okay. Are you familiar with this document?

14 A. I have a copy of this document. Which to my  
15 recollection means that next to my name it gives me the  
16 authority to sign for GMAC and its entities as a limited  
17 signing officer.

18 Q. Okay. In this case, you also filed an  
19 affidavit of lost original document?

20 MS. ARROYAVE: Objection: Form.

21 BY MR. IMMEL:

22 Q. Okay. And you executed this document. Is  
23 this your signature? Here is a copy of it.

24 MR. IMMEL: I'll enter this as Exhibit F, I  
25 believe.



1 (Defendant's Exhibit Letter F was marked for  
2 identification.)

3 THE WITNESS: Yes, that is my signature.

4 BY MR. IMMEL:

5 Q. Okay. And you signed this affidavit claiming  
6 that at the time plaintiff was not presently in custody  
7 or control of plaintiff or any of plaintiff's agents,  
8 and that would be the note that was not in your -- their  
9 custody or control?

10 A. Yes. Once again, we have a process in place  
11 where if our attorney needs an original document, they  
12 open up a request in our system. At that time, we have  
13 another unit -- which is not located in Pennsylvania  
14 where I am located -- contact custodians, contact their  
15 own records, go to different investors. They do not do  
16 an affidavit of this fashion unless they've exhausted  
17 all efforts.

18 Q. Okay. Would it be fair to say that you're not  
19 involved in any of those efforts?

20 A. That is fair to say.

21 Q. Okay. Why then do they ask you to execute the  
22 affidavit of lost document -- lost original document?

23 A. They asked me to execute this for the  
24 foreclosure department. Because after conversations  
25 between the attorney and this other department, they

1 determine that it is not available. I am the  
2 foreclosure team lead that handles document execution.

3 Q. Okay. So would it be accurate to say that the  
4 department that actually searches for the lost note  
5 would have a better understanding of why it's lost and  
6 where the search occurred?

7 A. That is a fair statement.

8 Q. Okay. It says that the copy of said note  
9 attached to the complaint is a true and correct and  
10 substantial copy of the lost or destroyed note.

11 Do you review any documents before executing  
12 the affidavits of lost original documents?

13 A. No, I do not. I review this. Let me change  
14 this. Excuse me. I do review this. However, I do not  
15 review any documents. I rely, once again, on my  
16 attorney network who is requesting the document, and  
17 communications between the departments to determine if  
18 it's -- if a lost affidavit is needed.

19 Q. Okay. So the portion that sets claims in  
20 paragraph 1: Affiant has custody and personal knowledge  
21 of the account pertaining the original mortgage loan  
22 instruments. Affiant has actual and personal knowledge  
23 of the facts stated herein and is authorized to make  
24 this affidavit. Would that be accurate?

25 A. Yes, that is accurate.

1 Q. You being the affiant have custody and  
2 personal knowledge of the account pertaining to the  
3 original mortgage loan instruments?

4 MS. ARROYAVE: Object to the form. Go ahead.

5 THE WITNESS: I do not have the specific  
6 knowledge to this one account. But I understand  
7 what the other department does in general to try to  
8 locate these documents.

9 BY MR. IMMEL:

10 Q. Okay. All right. And so in this particular  
11 case, the -- there was no note attached to the  
12 complaint. You would have no way of ascertaining that  
13 because you don't actually review?

14 A. That, once again, is determined by our  
15 attorneys' office.

16 Q. Okay. I'm going to just -- I have a  
17 substantial copy of the complaint. And just to show  
18 that there is no note attached to it, that was the  
19 original filing of the complaint.

20 You have never reviewed that, nor do you  
21 review any other note to determine whether it is, in  
22 fact, a true, correct and substantial copy of the lost  
23 or destroyed note?

24 MS. ARROYAVE: Objection: Form.

25 THE WITNESS: Can you rephrase that for me? I

1 don't completely follow what you are saying.

2 BY MR. IMMEL:

3 Q. When you execute the affidavit of lost  
4 original document, and make the claim that you've seen a  
5 copy of the note that is attached and that's a  
6 substantial copy, you really have no basis for making  
7 that claim.

8 THE WITNESS: I'm still not following.

9 MS. ARROYAVE: Objection: Form.

10 BY MR. IMMEL:

11 Q. When the complaint in this case was filed,  
12 there was no note attached to the complaint, correct?

13 A. From what you have just handed to me, there is  
14 no note.

15 Q. Okay. Based on what I've provided you.

16 A. Yes.

17 Q. Do you normally review notes to make sure that  
18 they are a true copy of the lost note?

19 MS. ARROYAVE: Objection: Form.

20 THE WITNESS: That is -- no, I do not. It is  
21 not in my position.

22 BY MR. IMMEL:

23 Q. It's not in your position.

24 MR. IMMEL: All right. I guess I can enter  
25 this a Exhibit G.

1 (Defendant's Exhibit Letter G was marked for  
2 identification.)

3 BY MR. IMMEL:

4 Q. And going back, just for a second, to the lost  
5 note affidavit. That is your signature?

6 A. Yes, that's correct.

7 Q. And your understanding is that the attorney  
8 representing -- from your network drafts this?

9 A. That is correct.

10 Q. Okay.

11 MR. IMMEL: This is going to be Exhibit H.

12 (Defendant's Exhibit Letter H was marked for  
13 identification.)

14 BY MR. IMMEL:

15 Q. This is a copy of the note filed after the  
16 complaint in this case. I don't have the notice of  
17 filing page.

18 Have you ever seen this document before?

19 A. I have seen these documents. I have not seen  
20 this document.

21 Q. Okay. And this wouldn't have been the  
22 document that you reviewed in executing the lost note  
23 affidavit?

24 A. No. We do not -- once again, we do not review  
25 the note. Our attorney determines that the note is not

1 available through our processes.

2 Q. Okay.

3 MR. IMMEL: This would be Exhibit I.

4 (Defendant's Exhibit Letter I was marked for  
5 identification.)

6 BY MR. IMMEL:

7 Q. This is the newly found note. Here. And as  
8 you can see, if you could compare the two notes, one has  
9 a couple of additional endorsements. Whereas, the  
10 previous one did not. Is that correct?

11 A. That is what I observe here, yes.

12 Q. Okay. In the review of the two notes and the  
13 endorsements that are on them, have you seen this type  
14 of situation before where one note that's been filed in  
15 the case is partially endorsed and the other is a more  
16 complete record of endorsements?

17 A. No, I have not.

18 Q. In following along the endorsements, can you  
19 determine who was the last owner of the note prior to  
20 your companies?

21 A. I'm sorry. Can you rephrase that for me?

22 Q. Can you determine who GMAC Mortgage, LLC has  
23 acquired the mortgage note from?

24 A. The first endorsement I see here has a date.  
25 It says, Mortgage Investor Corporation. It's signed on

1 February 27th, I believe, that's 2002.

2 Q. All right. And they were the original lender.  
3 And then, as you can see, there is another endorsement  
4 there to, I believe, GMAC Mortgage Corporation. And  
5 there is also one GMAC Bank. Correct?

6 A. That is correct according to the observation  
7 that I see on this document.

8 Q. So would you need an assignment from -- why do  
9 you assign the MERS -- as a vice president of MERS, why  
10 do you assign the MERS -- I'm sorry. Let me start over  
11 there.

12 Why do you execute the assignment of mortgage  
13 on behalf of MERS as nominee for the original lender and  
14 not the last lender?

15 MS. ARROYAVE: Objection: Form.

16 THE WITNESS: Because as you stated, it's an  
17 assignment of mortgage. It's not an assignment of  
18 note.

19 BY MR. IMMEL:

20 Q. Right.

21 A. That's the only way I can answer that. The  
22 mortgage itself, which we've both reviewed, states that  
23 it's MERS as a nominee for Mortgage Investor  
24 Corporation.

25 Q. Okay. So would you agree then that as the

Page 40

1 note was transferred through these endorsements to new  
2 note-holders and owners that MERS remained the  
3 mortgagee?

4 MS. ARROYAVE: Objection: Form.

5 THE WITNESS: I wouldn't have that knowledge.

6 BY MR. IMMEL:

7 Q. Okay. It's your understanding that MERS does  
8 not assign the mortgage every time the note is  
9 transferred; is that correct?

10 MS. ARROYAVE: Objection: Form.

11 THE WITNESS: I wouldn't have that knowledge  
12 either.

13 BY MR. IMMEL:

14 Q. Okay. All right. Do you know who would have  
15 that knowledge?

16 A. No, I do not.

17 Q. Okay. All right.

18 MR. IMMEL: And we have here defendant's  
19 request for production regarding the Jeffrey  
20 Stephan documents. That will be Exhibit J.

21 (Defendant's Exhibit Letter J was marked for  
22 identification.)

23 BY MR. IMMEL:

24 Q. Have you seen that document before?

25 A. I have not seen this document until recently



1 when I found out that I was coming here.

2 Q. Okay. And also we have the response to the  
3 request for production regarding the Jeffrey Stephan  
4 document.

5 MR. IMMEL: That will be marked as Exhibit K.

6 (Defendant's Exhibit Letter K was marked for  
7 identification.)

8 BY MR. IMMEL:

9 Q. I'm going to direct you to paragraph 5 where  
10 there has been an objection based on our request for all  
11 MERS system documents, records, computer data, or other  
12 MERS information reviewed by Jeffrey Stephan prior to  
13 executing the assignment of mortgage filed in this case  
14 to determine the proper SNE.

15 It's been objected to as vague and ambiguous  
16 and improperly presumes that plaintiff has custody or  
17 control over any MERS system documents.

18 As a MERS vice president, you don't have  
19 access to any MERS system documents?

20 A. No, I do not.

21 Q. Okay.

22 A. I do not work for MERS.

23 Q. Okay. And so you don't actually review any  
24 documents prior to executing the assignment of mortgage?

25 MS. ARROYAVE: Asked and answered.

1 BY MR. IMMEL:

2 Q. Okay. And are there any -- do you receive any  
3 letters, e-mails, or other correspondence from other  
4 departments that have given you any instruction on any  
5 of the documents which you execute?

6 A. No.

7 Q. No. And in paragraphs -- request No. 7, as  
8 far as the search for the lost note, you didn't actually  
9 partake in that search. So you are not aware of any of  
10 the locations searched, other than by other people?

11 A. That's correct.

12 Q. Do you know who those people would be that  
13 searched for the note?

14 A. There is a team that's in our Minnesota  
15 office. I am not familiar with who would actually  
16 search for the said document.

17 Q. What is the name of that team? Do you know  
18 the name of that team?

19 A. I don't have a formal name for them. I call  
20 them document control. But that's my own name for them.

21 Q. Okay. All right. You said that the attorneys  
22 representing you prior in this case only ask you to  
23 execute the lost note affidavit after a substantial  
24 effort has occurred?

25 MS. ARROYAVE: Objection. That goes into the

1 attorney-client privilege.

2 BY MR. IMMEL:

3 Q. As far as you understand, a substantial search  
4 for the lost note has already occurred by various people  
5 within your team, other teams within GMAC at the request  
6 of the attorneys?

7 A. Within GMAC the lost note affidavit or lost  
8 instrument affidavit would not be executed until  
9 everything has been exhausted.

10 Q. Okay. Is it common for a lost note affidavit  
11 to be executed and then later the note to be found?

12 A. I don't know.

13 Q. You're not sure. Okay. Earlier you were  
14 mentioning that now you work for GMAC, LLC; is that  
15 correct?

16 A. That is correct.

17 Q. And you still execute documents as GMAC  
18 Mortgage, LLC limited signing officers, as well?

19 A. That's the same thing you just stated.

20 Q. Right. One they dropped the name -- the  
21 mortgage from the name, and one they haven't; is that  
22 correct?

23 A. No.

24 Q. No.

25 A. One they dropped corporation and changed it to

1 LLC.

2 Q. Oh, okay.

3 A. They became a limited liability company.  
4 That's what LLC stands for.

5 Q. Okay. You said that there was an -- initially  
6 there was a referral from the referral department to the  
7 attorneys?

8 A. That would be correct.

9 Q. Do you ever review any of those documents in  
10 your duties as executing these other documents?

11 A. No.

12 Q. So I'm going to turn to the -- this is the  
13 note of authenticity ownership interrogatories limited  
14 answers. Here you are.

15 MR. IMMEL: That will be Exhibit L.

16 (Defendant's Exhibit Letter L was marked for  
17 identification.)

18 BY MR. IMMEL:

19 Q. Do you know, I think, it is Juan A. Aquirre?

20 A. I do not know him. But I am familiar with his  
21 name.

22 Q. Okay. Are you familiar with his duties? He's  
23 a senior litigation analyst.

24 A. Yes.

25 Q. Do you know if he's a senior litigation

1 analyst for GMAC Mortgage, LLC, or are there other  
2 entities that he works for?

3 A. I honestly do not know.

4 Q. Okay. Would he be part of the document team  
5 in Minnesota that may find a note?

6 A. No.

7 Q. No. Okay. Would he be somebody, do you know,  
8 if in his duties he's somebody that searches for lost  
9 documents?

10 A. No.

11 Q. Okay.

12 MS. ARROYAVE: Is that, no, you don't know?

13 THE WITNESS: No. He does not do that.

14 BY MR. IMMEL:

15 Q. He doesn't do that. Do you know what his  
16 duties are?

17 A. As it states here, he is a senior litigation  
18 analyst. I'm not sure of what his exact  
19 responsibilities would be.

20 Q. Okay. But searching for lost documents  
21 wouldn't be one of his responsibilities, more than  
22 likely?

23 A. No, it would not be.

24 Q. Okay. And here are plaintiff's amended  
25 answers. Okay.

1 MR. IMMEL: I'll mark it as Exhibit M.

2 (Defendant's Exhibit Letter M was marked for  
3 identification.)

4 BY MR. IMMEL:

5 Q. It asks to identify all persons and/or  
6 entities who are the current beneficial owners of, or  
7 who have a beneficial or equitable interest in the  
8 promissory note. And Federal National Mortgage  
9 Association has been identified, Fannie Mae.

10 Are you aware -- and then if you look at No.  
11 3, it says, Please identify all person and/or entities  
12 who are current legal owners of, or who have legal  
13 interest in the promissory note.

14 A. I don't have the same affidavit you have.

15 Q. Okay. Defendant's note. Do you have the  
16 mortgage loan?

17 A. That's the mortgage loan.

18 Q. Okay.

19 MS. ARROYAVE: What has been introduced? Has  
20 this set of interrogatory been --

21 MR. IMMEL: Yes.

22 MS. ARROYAVE: But not the other?

23 MR. IMMEL: No. This was also entered,  
24 correct?

25 THE COURT REPORTER: I think it was the last

1 one.

2 BY MR. IMMEL:

3 Q. So if you look at paragraphs 2 and 3, can you  
4 explain to me why Fannie Mae would have the beneficial  
5 or equitable interest in the promissory note, based on  
6 your understanding?

7 MS. ARROYAVE: Objection. It calls for a  
8 legal conclusion.

9 THE WITNESS: No, I can't.

10 BY MR. IMMEL:

11 Q. And earlier when we discussed the MERS  
12 documentation where Ginnie Mae was identified as the  
13 investor, would it be fair to say that the beneficial or  
14 equitable interest would actually lie with the person  
15 who made the loan?

16 MS. ARROYAVE: Objection. It calls for a  
17 legal conclusion.

18 THE WITNESS: I don't have that knowledge.

19 BY MR. IMMEL:

20 Q. Okay. And based on the MERS documentation  
21 that I presented to you earlier, where the investor was  
22 identified as Ginnie Mae. In paragraph 5 here, they are  
23 identifying Fannie Mae as the investor.

24 Do you have any understanding of -- as to why  
25 those two things would --

1 A. No, I don't.

2 Q. -- there would be a discrepancy there? Okay.

3 All right.

4 And going back to the mortgage loan ownership  
5 and the interrogatories one more time. Can you explain  
6 why one entity would have the beneficial interest and  
7 another entity would have a legal interest --

8 MS. ARROYAVE: Objection. It calls for a  
9 legal conclusion.

10 BY MR. IMMEL:

11 Q. -- based on your company's protocols?

12 A. I don't have that knowledge.

13 Q. Okay. GMAC Mortgage owns some loans and  
14 services other; is that correct?

15 A. To my knowledge that would be a correct  
16 statement.

17 Q. Okay. Do they -- and then in other instances,  
18 they both own loan and service the loan?

19 A. That would be a fair statement.

20 Q. Okay. Is it possible that GMAC Mortgage is  
21 the servicer for this loan and another entity -- whether  
22 it be Fannie Mae, Ginnie Mae, or any other entity --  
23 perhaps is the owner and GMAC is just the servicer?

24 A. That's possible. But I'm not familiar enough  
25 to say yes or no.



1 Q. Okay. All right. I'm just going to go over  
2 the notice of taking the deposition duces tecum.

3 (Defendant's Exhibit Letter N was marked for  
4 identification.)

5 BY MR. IMMEL:

6 Q. All right. This is -- and just for the  
7 record, Exhibit A, if you would turn to that. This is a  
8 list of the documents that we requested that you bring.  
9 A request for production. And you provided some of them  
10 earlier.

11 I just wanted to go over it and see if you  
12 brought any of these documents today, or if you were  
13 just relying on what was produced in the request for  
14 production. Okay?

15 The deponent's most recent curriculum vitae?

16 A. I didn't feel I needed to bring that. That's  
17 personal.

18 Q. Okay. You actually provided the corporate  
19 resolution for MERS and for GMAC. You presented the  
20 list of certifying officers. And the MERS system  
21 documents records, you already stated that you don't  
22 have any access.

23 Your team brings you the documents. And you  
24 don't receive any direct communication from the  
25 attorneys that draft them?

Page 50

1           A.    The only type of communication I would receive  
2           from an attorney is if a document is late in being  
3           returned.

4           Q.    Okay. All right. And it would be fair to say  
5           that your primary responsibility is to create and  
6           execute these documents, not to actually do any of the  
7           underlying duties of ascertaining specific knowledge or  
8           information about them, correct?

9           MS. ARROYAVE: Objection: Form. Asked and  
10          answered.

11          THE WITNESS: And the answer to that would be,  
12          no.

13          MR. IMMEL: All right. I think that's most of  
14          it. Just let me have on second to review, but I  
15          think that's most of it. All right. I think that  
16          should do it for today.

17          Thank you very much for traveling here.

18          MS. ARROYAVE: I have a few questions.

19          MR. IMMEL: Yeah. I'm sorry about that.

20          MS. ARROYAVE: You can't have all of the fun.

21          Can I look at the exhibits?

22                   CROSS (JEFFREY STEPHAN)

23          BY MS. ARROYAVE:

24          Q.    I'm going to show you what has been previously  
25          marked as Defendant's Exhibit C to your deposition.

1 Do you have any knowledge of how this document  
2 is created?

3 A. No.

4 Q. Do you have any knowledge as to whether the  
5 information in this document is accurate?

6 A. No.

7 Q. Do you know how this is prepared?

8 A. No.

9 Q. Okay. Let me show you what has been  
10 previously marked as Defendant's Exhibit A to your  
11 deposition. It is the assignment of mortgage.

12 The information that is used to prepare this  
13 mortgage is kept in GMAC Mortgages' business records; is  
14 that correct?

15 A. Yes.

16 Q. And these business records from where this  
17 information came from were created by persons in GMAC  
18 Mortgage, employees of GMAC Mortgage, right?

19 A. Yes.

20 Q. And the information was entered into the  
21 computer system by these GMAC Mortgage employees at the  
22 time that they became aware of the information?

23 A. Yes.

24 Q. And they had a business duty to enter the  
25 information into the computer system; is that correct?

1 A. Yes.

2 Q. And this information, these business records  
3 are kept within the course and scope of GMAC's regularly  
4 conducted business activities; is that correct?

5 A. I'm going to say yes.

6 Q. Okay. I'm going to show you what has been  
7 previously marked as Defendant's Exhibit F to your  
8 deposition. And it's the affidavit of lost original  
9 document.

10 Is the information you used to prepare this  
11 lost original document kept in GMAC Mortgages' business  
12 records?

13 A. I don't understand the question.

14 Q. Okay. The information in the lost original  
15 document, is that -- GMAC Mortgage is the owner and  
16 holder of the note, correct?

17 A. Yes.

18 Q. Is that information kept within the course and  
19 scope of GMAC's business records?

20 A. Yes.

21 Q. And the information in GMAC's business records  
22 are entered by persons with knowledge of the information  
23 that GMAC is the owner of the note?

24 MR. IMMEL: Objection: Leading.

25 THE WITNESS: Can you rephrase it? I'm not

1 sure if I follow what you are saying.

2 BY MS. ARROYAVE:

3 Q. The business records that GMAC has regarding  
4 whether it is the original -- whether it is the owner of  
5 the note, was entered by persons that have personal  
6 knowledge of whether GMAC is the owner of the note; is  
7 that correct?

8 A. I honestly don't know. I do not work in those  
9 departments.

10 Q. Okay.

11 MS. ARROYAVE: I have nothing further.

12 REDIRECT (JEFFREY STEPHAN)

13 BY MR. IMMEL:

14 Q. I would just ask: The assignment of the  
15 mortgage and the information on it, this is not created  
16 by anyone at -- this specific document isn't actually  
17 created by a member or a worker for GMAC Mortgage, it is  
18 actually created by the attorney?

19 A. Yes.

20 Q. Okay. So the attorney would have to be  
21 relying on business records of GMAC Mortgage in forming  
22 this?

23 A. That would be correct.

24 Q. Okay. And as to the lost note, this too is  
25 created by the attorney, correct?

1 A. That is correct.

2 Q. Okay.

3 MR. IMMEL: All right. That does it.

4 MS. ARROYAVE: That's it.

5 MR. IMMEL: All right. Thank you.

6 MS. ARROYAVE: We will read.

7 THE COURT REPORTER: Okay.

8 (Witness excused.)

9 (Deposition was concluded.)

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

CERTIFICATE OF OATH

THE STATE OF FLORIDA

COUNTY OF PALM BEACH

I, the undersigned authority, certify that Jeffrey  
Stephan personally appeared before me and was duly  
sworn. Dated the 10th day of December, 2009.

Dated this 22nd day of December, 2009.

*Jamie Reynolds Bentley*



Jamie Reynolds Bentley, Court Reporter

Notary Public - State of Florida

My Commission Expires: 7/20/2013

My Commission No.: DD 453053

## C E R T I F I C A T E

THE STATE OF FLORIDA  
COUNTY OF PALM BEACH

I, Jamie Reynolds Bentley, Court Reporter and Notary Public in and for the State of Florida at large, do hereby certify that I was authorized to and did report said deposition in stenotype; and that the foregoing pages are a true and correct transcription of my shorthand notes of said deposition.

I further certify that said deposition was taken at the time and place hereinabove set forth and that the taking of said deposition was commenced and completed as hereinabove set out.

I further certify that I am not attorney or counsel of any of the parties, nor am I a relative or employee of any attorney or counsel of party connected with the action, nor am I financially interested in the action.

The foregoing certification of this transcript does not apply to any reproduction of the same by any means unless under the direct control and/or direction of the certifying reporter.

Dated this 22nd day of December, 2009.



Jamie Reynolds Bentley, Court Reporter





C E R T I F I C A T E

THE STATE OF FLORIDA  
COUNTY OF PALM BEACH

I hereby certify that I have read the foregoing deposition by me given, and that the statements contained herein are true and correct to the best of my knowledge and belief, with the exception of any corrections or notations made on the errata sheet, if one was executed.

Dated this \_\_\_\_\_ day of \_\_\_\_\_,  
2009.

JEFFREY STEPHAN

Page 59

## E R R A T A   S H E E T

IN RE: GMAC MORTGAGE, LLC VS ANN M. NEU, MICHELLE PEREZ,  
DOUGLAS WILLIAM

CR: JAMIE REYNOLDS BENTLEY

DEPOSITION OF: JEFFREY STEPHAN

TAKEN: 12/10/09

DO NOT WRITE ON TRANSCRIPT - ENTER CHANGES HERE

PAGE #	LINE #	CHANGE	REASON
--------	--------	--------	--------

---

---

---

---

---

---

---

---

---

Please forward the original signed errata sheet to this  
office so that copies may be distributed to all parties.

Under penalty of perjury, I declare that I have read my  
deposition and that it is true and correct subject to any  
changes in form or substance entered here.

DATE: \_\_\_\_\_

SIGNATURE OF DEPONENT: \_\_\_\_\_

Ph. 561.682.0905 - Fax. 561.682.1771

1655 Palm Beach Lakes Blvd., Suite 500 - West Palm Beach, FL 33401

<b>A</b>	2:3	25:5,7 29:9	<b>assistant</b> 8:16	42:9 46:10
<b>able</b> 20:21 26:12	<b>allow</b> 23:16	31:4,10 32:9	15:24 16:4	51:22
<b>above-referred</b>	<b>ambiguous</b>	32:20 35:4,24	17:7 32:5	<b>a.m</b> 57:9
57:6	41:15	36:9,19 39:15	<b>Associates</b> 1:17	<b>A/K/A</b> 1:8
<b>access</b> 28:16	<b>amended</b> 45:24	40:4,10 41:25	1:22 57:9,17	
41:19 49:22	<b>analyst</b> 44:23	42:25 45:12	<b>Association</b>	<b>B</b>
<b>account</b> 34:21	45:1,18	46:19,22 47:7	26:22 46:9	<b>B</b> 3:11,15 24:22
35:2,6	<b>and/or</b> 46:5,11	47:16 48:8	<b>attached</b> 34:9	<b>back</b> 13:20
<b>accuracy</b> 8:6	56:15	50:9,18,20,23	35:11,18 36:5	15:21 27:17
12:19 19:5	<b>Ann</b> 1:8,8 57:3	53:2,11 54:4,6	36:12	37:4 48:4
<b>accurate</b> 10:6	59:2	<b>ascertain</b> 31:13	<b>attend</b> 16:12	<b>Bank</b> 39:5
12:22,24 17:21	<b>answer</b> 4:21	<b>ascertained</b>	<b>attention</b> 14:18	<b>base</b> 11:9
23:9,13 34:3	10:23 12:8	21:24	<b>attorney</b> 4:19	<b>based</b> 10:16
34:24,25 51:5	39:21 50:11	<b>ascertaining</b>	9:12,14,20,22	11:4 17:20
<b>acquired</b> 38:23	<b>answered</b> 31:5	35:12 50:7	11:17,19,20	21:24 26:20
<b>acronym</b> 26:23	31:10 41:25	<b>asked</b> 14:16	12:1,14,24	36:15 41:10
<b>acronyms</b> 26:19	50:10	31:4,10 33:23	13:2,3 18:2	47:5,20 48:11
<b>action</b> 56:13,13	<b>answers</b> 4:22	41:25 50:9	20:10 22:15,16	<b>basically</b> 5:14
<b>activities</b> 27:9	44:14 45:25	<b>asking</b> 9:20	31:18 33:11,25	32:7
52:4	<b>anybody</b> 28:20	12:10,11,25	34:16 37:7,25	<b>basis</b> 6:14 16:1
<b>actual</b> 34:22	<b>anybody's</b> 14:18	16:5	50:2 53:18,20	36:6
<b>additional</b> 38:9	<b>apparently</b>	<b>asks</b> 46:5	53:25 56:11,12	<b>Beach</b> 1:1,17,18
<b>administering</b>	18:15	<b>aspect</b> 16:25	57:11	1:23,23 2:11
27:9	<b>APPEARAN...</b>	<b>assign</b> 20:8	<b>attorneys</b> 12:6	55:3 56:3
<b>affiant</b> 34:20,22	2:1	21:18 29:13	17:21 35:15	57:18,18 58:4
35:1	<b>appeared</b> 19:20	30:15,20 31:14	42:21 43:6	<b>becoming</b> 14:13
<b>affidavit</b> 16:6	55:7	39:9,10 40:8	44:7 49:25	<b>behalf</b> 2:2,8
32:19 33:5,16	<b>appears</b> 19:7	<b>assigned</b> 16:21	<b>attorney-client</b>	26:10 27:12
33:22 34:18,24	<b>applicable</b> 27:21	29:8 31:8	43:1	28:24 39:13
36:3 37:5,23	<b>apply</b> 56:15	<b>assigning</b> 24:5	<b>authenticity</b>	<b>belief</b> 58:8
42:23 43:7,8	<b>appointment</b>	30:25	44:13	<b>believe</b> 22:6
43:10 46:14	57:8	<b>assignment</b>	<b>authority</b> 32:16	25:3 32:25
52:8	<b>approximately</b>	11:18,25 16:6	55:6	39:1,4
<b>affidavits</b> 6:15	6:22 7:19 10:1	17:9 22:11,20	<b>authorized</b>	<b>below-listed</b>
7:4,10 15:9	15:7,15	23:5,10 39:8	30:15 34:23	57:8
34:12	<b>Aquirre</b> 44:19	39:12,17,17	56:6	<b>beneficial</b> 46:6,7
<b>affirm</b> 4:7	<b>area</b> 16:22	41:13,24 51:11	<b>available</b> 34:1	47:4,13 48:6
<b>affirmed</b> 4:13	<b>ARROYAVE</b>	53:14	38:1	<b>Bentley</b> 1:21 4:3
<b>agents</b> 33:7	2:3 3:8 8:10	<b>assignments</b>	<b>average</b> 7:10	55:14 56:5,20
<b>ago</b> 30:9	10:21 11:6	6:14 7:1 14:21	10:2	57:17 59:3
<b>agree</b> 39:25	12:3,7 13:5	15:4,8 16:24	<b>aware</b> 17:6,8	<b>best</b> 58:7
<b>ahead</b> 35:4	15:1 17:23	20:22 22:21	22:5,8,11 23:2	<b>better</b> 34:5
<b>Alahamra</b> 2:4	18:17 20:3	23:17 24:16	24:11,14,15	<b>bit</b> 4:20
<b>ALEJANDRA</b>	21:10,15 22:2	26:9 28:24	26:24 28:10,15	<b>blacked</b> 27:25
	22:24 23:22	29:1	28:19,19 29:3	<b>blank</b> 57:12

<b>Blvd</b> 1:17,23 57:18	34:13 59:7	7:5	39:4,24 43:25	<b>creation</b> 20:7
<b>board</b> 16:12	<b>changed</b> 43:25	<b>complaint</b> 34:9	<b>correct</b> 7:3	<b>CROSS</b> 3:5
<b>bottom</b> 57:13	<b>changes</b> 59:6,20	35:12,17,19	10:12 11:13	50:22
<b>Brenda</b> 21:1,2	<b>check</b> 11:21	36:11,12 37:16	12:20,25 13:3	<b>current</b> 30:22
21:18,20	31:19	<b>complete</b> 38:16	15:25 17:2,24	31:13 46:6,12
<b>bring</b> 49:8,16	<b>checked</b> 10:11	<b>completed</b> 22:22	18:13 21:9,25	<b>currently</b> 5:18
<b>brings</b> 7:18,21	<b>chose</b> 18:2	56:10	22:1 23:21,23	8:23
49:23	<b>chosen</b> 14:25	<b>completely</b> 36:1	24:9 27:11,23	<b>curriculum</b>
<b>brought</b> 49:12	15:2,6,7	<b>computer</b> 8:3	29:2,15,16,19	49:15
<b>bulk</b> 15:18,19	<b>Chrisopher</b>	11:5,12 41:11	31:15 32:10	<b>custodian</b> 27:19
<b>business</b> 51:13	57:24	51:21,25	34:9 35:22	<b>custodians</b>
51:16,24 52:2	<b>CHRISTOPH...</b>	<b>concluded</b> 54:9	36:12 37:6,9	33:14
52:4,11,19,21	2:9	<b>conclusion</b> 47:8	38:10 39:5,6	<b>custody</b> 33:6,9
53:3,21	<b>Circle</b> 2:4	47:17 48:9	40:9 42:11	34:20 35:1
<b>C</b>	<b>CIRCUIT</b> 1:1,1	<b>conducted</b> 52:4	43:15,16,22	41:16
<b>C</b> 3:16 4:1 17:19	<b>claim</b> 36:4,7	<b>connected</b> 56:13	44:8 46:24	<b>D</b>
17:21 20:11	<b>claiming</b> 33:5	<b>considered</b> 32:6	48:14,15 50:8	<b>D</b> 3:2,16 4:1
26:1,2 50:25	<b>claims</b> 34:19	<b>consistent</b> 16:9	51:14,25 52:4	29:24 30:1
56:1,1 58:1,1	<b>classify</b> 28:9	<b>Conсор</b> 1:17,22	52:16 53:7,23	<b>daily</b> 6:14
<b>CA</b> 1:2 57:4	<b>clear</b> 4:22	57:9,17	53:25 54:1	<b>data</b> 11:9 41:11
<b>call</b> 42:19 57:8	<b>Clerk</b> 57:12	<b>consult</b> 26:10	56:7 58:7	<b>date</b> 18:3,4
<b>calls</b> 47:7,16	<b>collecting</b> 27:10	31:1,7	59:20	38:24 57:1
48:8	<b>come</b> 9:9	<b>contact</b> 33:14,14	<b>corrections</b> 58:9	59:22
<b>case</b> 1:2 17:10	<b>comes</b> 9:24	<b>contained</b> 58:7	<b>correspondence</b>	<b>Dated</b> 55:8,10
32:18 35:11	<b>coming</b> 41:1	<b>contributed</b>	42:3	56:17 58:12
36:11 37:16	<b>commenced</b>	27:3	<b>counsel</b> 56:12,12	<b>day</b> 15:12 18:3
38:15 41:13	56:10	<b>control</b> 33:7,9	<b>COUNTY</b> 1:1	18:15 19:21
42:22 57:4	<b>Commission</b>	41:17 42:20	55:3 56:3 58:4	55:8,10 56:17
<b>catch</b> 18:22	55:15,16	56:15	<b>couple</b> 38:9	58:12
<b>cause</b> 4:5	<b>common</b> 18:19	<b>conversations</b>	<b>course</b> 7:20 52:3	<b>days</b> 15:8,11
<b>Cc</b> 57:24	24:15 43:10	33:24	52:18	<b>day-to-day</b> 27:9
<b>certain</b> 14:7	<b>commonplace</b>	<b>copies</b> 59:18	<b>court</b> 1:1,21 4:3	<b>DD</b> 55:16
22:17	18:14	<b>copy</b> 17:15	4:7,23 46:25	<b>December</b> 1:14
<b>certificate</b> 32:4	<b>communication</b>	24:19 32:14,23	54:7 55:14	55:8,10 56:17
55:1	49:24 50:1	34:8,10 35:17	56:5,20 57:12	57:1,6
<b>certification</b>	<b>communicatio...</b>	35:22 36:5,6	57:17	<b>declare</b> 59:19
56:14	34:17	36:18 37:15	<b>CR</b> 59:3	<b>deeds</b> 6:16
<b>certify</b> 55:6 56:6	<b>companies</b>	57:25	<b>create</b> 12:12	<b>Defendant</b> 2:8
56:9,11 58:5	23:19 38:20	<b>Coral</b> 2:5	50:5	<b>Defendants</b> 1:11
<b>certifying</b> 49:20	<b>company</b> 14:12	<b>corner</b> 17:18	<b>created</b> 17:22	<b>defendant's</b>
56:16	23:2 44:3	<b>corporate</b> 29:23	51:2,17 53:15	3:15,15,16,16
<b>chain</b> 10:19	<b>company's</b>	49:18	53:17,18,25	3:17,17,18,18
<b>change</b> 18:8	48:11	<b>corporation</b>	<b>creates</b> 12:2	3:19,19,20,20
	<b>compare</b> 38:8	5:10,24 9:1	13:2	3:21,21 17:13
	<b>compensation</b>	23:8 38:25	<b>creating</b> 30:11	

24:22 26:2	56:16	<b>duces</b> 49:2	<b>entered</b> 46:23	50:6
30:1 32:1 33:1	<b>disagree</b> 25:4	<b>duly</b> 4:13 55:7	51:20 52:22	<b>executed</b> 10:14
37:1,12 38:4	<b>discovery</b> 26:1	<b>duties</b> 7:25	53:5 59:20	17:10 18:16
40:18,21 41:6	<b>discrepancy</b>	44:10,22 45:8	<b>entities</b> 5:14,18	19:22 22:12
44:16 46:2,15	48:2	45:16 50:7	8:8,12,17	32:22 43:8,11
49:3 50:25	<b>discussed</b> 47:11	<b>duty</b> 29:7,13	32:16 45:2	58:10
51:10 52:7	<b>distributed</b>	51:24	46:6,11	<b>executes</b> 12:5
<b>deliver</b> 13:17	59:18		<b>entitled</b> 26:6	<b>executing</b> 7:4,10
<b>department</b> 6:6	<b>document</b> 6:8	<b>E</b>	<b>entity</b> 8:6 9:12	10:3 15:8
13:12,13,21,22	6:16 8:2 16:21	<b>E</b> 3:2,11,17 4:1	20:16 23:16	16:21 26:9
20:18 33:24,25	17:22 18:12,15	4:1 31:24 32:1	24:1,1 25:19	34:11 37:22
34:4 35:7 44:6	21:8 26:6 30:4	56:1,1 58:1,1	29:8,15,18,20	41:13,24 44:10
<b>departments</b>	32:13,14,19,22	59:1,1,1	48:6,7,21,22	<b>execution</b> 6:8
34:17 42:4	33:11,22,22	<b>earlier</b> 8:20	<b>entries</b> 26:13	34:2
53:9	34:2,16 36:4	17:20 20:14	<b>equitable</b> 46:7	<b>exhausted</b> 33:16
<b>DEPONENT</b>	37:18,20,22	43:13 47:11,21	47:5,14	43:9
59:24	39:7 40:24,25	49:10	<b>errata</b> 58:9	<b>Exhibit</b> 17:12,13
<b>deponent's</b>	41:4 42:16,20	<b>easier</b> 7:14	59:18	24:22 25:25
49:15	45:4 50:2 51:1	23:18	<b>ESQ</b> 2:3,9	26:2 29:24
<b>deposition</b> 1:12	51:5 52:9,11	<b>effort</b> 42:24	<b>essentially</b> 27:21	30:1 31:24
4:3,18 49:2	52:15 53:16	<b>efforts</b> 33:17,19	<b>estimate</b> 7:12,20	32:1,24 33:1
50:25 51:11	<b>documentation</b>	<b>either</b> 11:4	<b>EX</b> 3:15,15,16	36:25 37:1,11
52:8 54:9 56:6	9:19 28:21	14:11 40:12	3:16,17,17,18	37:12 38:3,4
56:8,9,10 57:6	47:12,20	<b>Electronic</b> 15:22	3:18,19,19,20	40:20,21 41:5
57:7,10 58:6	<b>documents</b> 6:12	23:6,10,15	3:20,21,21	41:6 44:15,16
59:3,20	7:9,25 8:23	25:1	<b>exact</b> 15:20	46:1,2 49:3,7
<b>destroyed</b> 34:10	10:7,13 11:8	<b>employed</b> 5:21	45:18	50:25 51:10
35:23	12:2,5,12,13	<b>employee</b> 14:10	<b>exactly</b> 9:12	52:7
<b>determine</b> 20:1	13:2 14:4,21	56:12	<b>EXAMINATI...</b>	<b>ExhibitB</b> 24:21
20:21 21:21	15:9,12,13,15	<b>employees</b> 6:22	4:15	<b>exhibits</b> 50:21
31:2 34:1,17	20:25 27:22	14:7 19:1	<b>examined</b> 4:13	<b>exist</b> 5:18 24:16
35:21 38:19,22	28:17 34:11,12	51:18,21	<b>example</b> 11:18	<b>existed</b> 5:16
41:14	34:15 35:8	<b>endorsed</b> 38:15	<b>exception</b> 58:8	<b>expected</b> 21:14
<b>determined</b>	37:19 40:20	<b>endorsement</b>	<b>excuse</b> 18:8	<b>Expires</b> 55:15
20:11 35:14	41:11,17,19,24	38:24 39:3	34:14	<b>explain</b> 21:11
<b>determines</b>	42:5 43:17	<b>endorsements</b>	<b>excused</b> 54:8	26:25 27:4
20:16 37:25	44:9,10 45:9	38:9,13,16,18	<b>execute</b> 6:13,14	47:4 48:5
<b>difference</b> 5:5	45:20 49:8,12	40:1	7:1 8:1 11:9	<b>e-mails</b> 42:3
<b>different</b> 8:8	49:21,23 50:6	<b>ensure</b> 12:25	12:2 13:15	
23:19 25:19	<b>Douglas</b> 1:8	29:7,18	14:4 15:5,9	<b>F</b>
28:9 33:15	57:3 59:2	<b>enter</b> 17:12	16:24 20:2	<b>F</b> 3:17 32:24
<b>direct</b> 3:5 4:15	<b>draft</b> 49:25	24:20 25:25	24:16 28:24	33:1 52:7 56:1
41:9 49:24	<b>drafts</b> 37:8	29:24 32:24	29:14 33:21,23	58:1
56:15	<b>dropped</b> 43:20	36:24 51:24	36:3 39:12	<b>face</b> 10:10 21:9
<b>direction</b> 12:1	43:25	59:6	42:5,23 43:17	21:13 23:6

<b>fact</b> 35:22	4:4 55:2,15	53:11 56:9,11	35:16 37:4,11	<b>identify</b> 46:5,11
<b>facts</b> 34:23	56:2,5 57:18		41:9 44:12	<b>identifying</b>
<b>fair</b> 30:8 31:12	58:3	<b>G</b>	48:4 49:1	47:23
33:18,20 34:7	<b>follow</b> 36:1 53:1	<b>G</b> 3:18 4:1 36:25	50:24 52:5,6	<b>IMMEL</b> 2:9 3:6
47:13 48:19	<b>following</b> 22:10	37:1	<b>Government</b>	4:16 8:11 11:1
50:4	36:8 38:18	<b>Gables</b> 2:5	26:22	11:7 12:4,9
<b>familiar</b> 28:14	<b>follows</b> 4:14	<b>general</b> 35:7	<b>guess</b> 6:24 23:18	13:6 15:3
28:15 32:13	<b>foreclose</b> 9:21	<b>generated</b> 9:15	36:24	17:12,15,17
42:15 44:20,22	9:23 11:17	<b>Ginnie</b> 26:22		18:1,20 20:6
48:24	<b>foreclosing</b>	47:12,22 48:22	<b>H</b>	21:12,16 22:3
<b>Fannie</b> 46:9	20:16 21:22	<b>give</b> 4:8	<b>H</b> 3:11,18 37:11	23:1,24 24:19
47:4,23 48:22	<b>foreclosure</b> 6:5	<b>given</b> 7:14,24	37:12 59:1	24:24 25:6,8
<b>far</b> 7:10 24:11	9:11,15,15	8:2 9:20 10:2	<b>hall</b> 13:11	26:4 29:12,23
24:14 26:19	20:15,17 22:17	11:16 15:16	<b>hand</b> 13:19	30:3 31:6,11
42:8 43:3	22:22 33:24	17:6 42:4 58:6	18:21	31:24 32:3,12
<b>fashion</b> 27:7	34:2	<b>gives</b> 32:15	<b>handed</b> 19:22	32:21,24 33:4
33:16	<b>foregoing</b> 56:7	<b>giving</b> 32:7	36:13	35:9 36:2,10
<b>February</b> 39:1	56:14 58:5	<b>GMAC</b> 1:3 4:17	<b>handles</b> 34:2	36:22,24 37:3
<b>Federal</b> 46:8	<b>form</b> 8:10 11:6	5:4,5,6,7,13,21	<b>head</b> 4:21 24:14	37:11,14 38:3
<b>feel</b> 49:16	12:3,7 13:5	5:23,24 6:17	<b>headquarters</b>	38:6 39:19
<b>feels</b> 14:15	15:1 17:23	6:23 8:16,18	17:4	40:6,13,18,23
<b>fees</b> 14:13	18:17 20:3	8:21,23 9:16	<b>Heather</b> 18:24	41:5,8 42:1
<b>fiduciary</b> 29:7	21:10,15 22:2	17:1,1 20:2	<b>hereinabove</b>	43:2 44:15,18
<b>FIFTEENTH</b>	22:24 23:22	21:13 22:20	56:9,10	45:14 46:1,4
1:1	29:9 31:4 32:9	23:8 26:25	<b>hold</b> 16:8	46:21,23 47:2
<b>file</b> 9:11,14	32:20 35:4,24	27:1 28:8,16	<b>holder</b> 27:1	47:10,19 48:10
22:16 27:20	36:9,19 39:15	28:20,23 30:18	52:16	49:5 50:13,19
57:25	40:4,10 50:9	32:4,16 38:22	<b>honest</b> 7:12 8:17	52:24 53:13
<b>filed</b> 32:18 36:11	59:20	39:4,5 43:5,7	<b>honestly</b> 14:19	54:3,5
37:15 38:14	<b>formal</b> 42:19	43:14,17 45:1	24:10,17 45:3	<b>Immel, Esquire</b>
41:13 57:12	<b>format</b> 26:15	48:13,20,23	53:8	57:24
<b>files</b> 21:21 28:9	<b>formats</b> 26:17	49:19 51:13,17	<b>hours</b> 57:8	<b>improperly</b>
<b>filing</b> 22:22	<b>formerly</b> 5:16	51:18,21 52:11	<b>hundred</b> 7:17	14:16 41:16
35:19 37:17	<b>forming</b> 53:21	52:15,23 53:3		<b>indicating</b> 24:7
<b>financially</b>	<b>forth</b> 27:10 56:9	53:6,17,21	<b>I</b>	25:3
56:13	<b>forward</b> 59:18	57:3 59:2	<b>Ice</b> 2:9	<b>individual</b> 21:20
<b>find</b> 45:5	<b>forwarded</b>	<b>GMAC's</b> 52:3	<b>identification</b>	<b>individuals</b>
<b>finishes</b> 10:22	57:11	52:19,21	17:14 24:23	28:23
<b>first</b> 4:13 11:16	<b>found</b> 38:7 41:1	<b>GMCA</b> 5:10	26:3 30:2 32:2	<b>information</b> 9:6
24:19 26:13	43:11	<b>go</b> 12:23 32:5	33:2 37:2,13	9:9 11:3,8,11
30:6,14 38:24	<b>Friday</b> 57:9	33:15 35:4	38:5 40:22	11:15,16 12:21
<b>five</b> 5:22,25 6:3	<b>front</b> 19:23	49:1,11	41:7 44:17	12:24 13:1
15:10,11	<b>fun</b> 50:20	<b>goes</b> 9:7 20:15	46:3 49:4	17:22 21:7,17
<b>Florida</b> 1:1,18	<b>fund</b> 27:3	42:25	<b>identified</b> 26:21	26:14,16 41:12
1:22,23 2:5,11	<b>further</b> 21:11	<b>going</b> 15:21	46:9 47:12,22	50:8 51:5,12

51:17,20,22,25	55:6 57:2,22	<b>Lakes</b> 1:17,23	6:23 8:21,24	19:21 22:4,7,7
52:2,10,14,18	58:19 59:3	57:18	17:1,1 20:2	22:12 23:8
52:21,22 53:15	<b>job</b> 13:24 14:6	<b>language</b> 24:16	21:14 23:8	<b>Margie</b> 6:19
<b>initial</b> 11:24	16:25,25	<b>Lapin</b> 2:3	28:16 30:18	<b>mark</b> 46:1
<b>initially</b> 44:5	<b>Juan</b> 44:19	<b>large</b> 4:5 56:6	32:4 38:22	<b>marked</b> 17:13
<b>instance</b> 22:20	<b>JUDICIAL</b> 1:1	<b>late</b> 50:2	43:14,18 44:1	24:22 26:2
<b>instances</b> 48:17	<b>junior</b> 32:8	<b>Law</b> 20:10	44:4 45:1 57:3	30:1 32:1 33:1
<b>instructed</b> 9:21		<b>lawsuit</b> 22:23	59:2	37:1,12 38:4
<b>instruction</b> 42:4	<b>K</b>	<b>lead</b> 6:8 16:21	<b>loan</b> 23:20 27:10	40:21 41:5,6
<b>instructs</b> 9:22	<b>K</b> 3:20 41:5,6	21:1 34:2	27:17 28:3,7,8	44:16 46:2
<b>instrument</b> 43:8	<b>keep</b> 4:20	<b>leader</b> 6:5	30:15,21,23	49:3 50:25
<b>instruments</b>	<b>keeps</b> 20:25	<b>Leading</b> 52:24	31:16 34:21	51:10 52:7
34:22 35:3	<b>kept</b> 51:13 52:3	<b>left-hand</b> 17:18	35:3 46:16,17	<b>Marshall</b> 17:19
<b>interest</b> 24:8	52:11,18	<b>legal</b> 2:9 16:22	47:15 48:4,18	17:21 20:10
46:7,13 47:5	<b>kind</b> 18:22	46:12,12 47:8	48:18,21	22:15
47:14 48:6,7	<b>know</b> 6:24 10:2	47:17 48:7,9	<b>loaned</b> 27:13	<b>matter</b> 57:6
<b>interested</b> 56:13	14:8,11,17,19	<b>Leichtling</b> 2:3	<b>loans</b> 23:17,19	<b>MB</b> 1:2 57:4
<b>interpretation</b>	18:25 19:13,18	<b>lender</b> 25:12,13	48:13	<b>mean</b> 25:22
25:4,11	19:25 23:4	25:20,20 29:7	<b>locate</b> 35:8	26:13,18,23
<b>interrogatories</b>	24:6,10,17	39:2,13,14	<b>located</b> 11:5	27:6,19
44:13 48:5	25:23 27:18,25	<b>lenders</b> 25:17	33:13,14 57:9	<b>means</b> 32:15
<b>interrogatory</b>	29:21 30:19	<b>letter</b> 17:13	<b>locations</b> 42:10	56:15
46:20	31:16 32:10	24:22 26:2	<b>long</b> 5:20 10:2	<b>meetings</b> 16:13
<b>interrupt</b> 10:21	40:14 42:12,17	30:1 32:1 33:1	<b>longer</b> 5:18	<b>member</b> 19:10
<b>introduced</b>	43:12 44:19,20	37:1,12 38:4	<b>look</b> 46:10 47:3	19:15 30:16,17
46:19	44:25 45:3,7	40:21 41:6	50:21	30:22,24 31:13
<b>investor</b> 26:21	45:12,15 51:7	44:16 46:2	<b>lost</b> 32:19 33:22	53:17
26:21,23 27:2	53:8	49:3 57:13	33:22 34:4,5	<b>members</b> 14:3
27:4,12,16	<b>knowledge</b> 9:11	<b>letters</b> 42:3	34:10,12,18	<b>mentioning</b>
28:3,7 38:25	9:25 10:14,16	<b>level</b> 14:9	35:22 36:3,18	43:14
39:23 47:13,21	11:4,19 21:7	<b>liability</b> 44:3	37:4,22 42:8	<b>MERS</b> 7:2,5,7
47:23	23:16 24:3	<b>lie</b> 47:14	42:23 43:4,7,7	8:13,15 16:7,8
<b>investors</b> 23:7	27:6 34:20,22	<b>lien</b> 11:21 30:15	43:10 45:8,20	16:13,15,16,18
33:15	35:2,6 40:5,11	30:20 31:14	52:8,11,14	16:19,24 17:3
<b>involved</b> 33:19	40:15 47:18	<b>liens</b> 30:25 31:8	53:24	20:8 21:17
	48:12,15 50:7	<b>limited</b> 8:18		22:20 23:19
<b>J</b>	51:1,4 52:22	32:6,16 43:18	<b>M</b>	24:4,8,13 25:9
<b>J</b> 3:19 40:20,21	53:6 58:8	44:3,13	<b>M</b> 1:8 3:21 46:1	26:1,10,10,23
<b>Jamie</b> 1:21 4:3	<b>Kwiatkowski</b>	<b>line</b> 24:6 59:7	46:2 57:3 59:2	28:17,21,24,25
55:14 56:5,20	6:19	<b>list</b> 49:8,20	<b>Mae</b> 26:22 46:9	29:3,14,18
57:17 59:3	<b>K-W-I-A-T-A...</b>	<b>litigation</b> 44:23	47:4,12,22,23	30:16,21,23
<b>Jeffrey</b> 1:12 3:6	6:21	44:25 45:17	48:22,22	31:1,7,17,22
3:7 4:12,18 5:2	<b>L</b>	<b>little</b> 4:20	<b>majority</b> 16:3	31:22 39:9,9
40:19 41:3,12	<b>L</b> 3:20 44:15,16	<b>LLC</b> 1:3 4:17	<b>making</b> 36:6	39:10,13,23
50:22 53:12		5:4,5,6,7,13,21	<b>March</b> 18:3,5	40:2,7 41:11



41:12,17,18,19	23:11,25 24:25	<b>newly</b> 38:7	57:5	8:14,20 9:1,6
41:22 47:11,20	25:10,14 30:21	<b>nod</b> 4:21	<b>number</b> 3:13	9:18 10:1,6
49:19,20	40:3	<b>nods</b> 24:14	7:19 15:20	11:11,23 12:16
<b>Michelle</b> 1:8	<b>mortgages</b>	<b>nominee</b> 23:7	27:25 28:1,4,8	12:21 13:7,13
57:3 59:2	29:14 51:13	25:12,15,22	28:9 57:8	13:21 14:6,9
<b>Min</b> 26:6	52:11	29:15,18 39:13		14:15 15:7,11
<b>mind</b> 4:21	<b>move</b> 25:24	39:23	<b>O</b>	15:15,21 16:7
<b>Minnesota</b>		<b>normally</b> 36:17	<b>O</b> 4:1	16:12,23 17:3
42:14 45:5	<b>N</b>	<b>notaries</b> 14:7	<b>OATH</b> 55:1	17:9,11 18:2,7
<b>Mischaracteri...</b>	N 3:2,21 4:1	<b>notarize</b> 13:14	<b>Object</b> 15:1 35:4	18:11,14,21,24
31:5	49:3	13:15,19 14:4	<b>objected</b> 41:15	19:10 20:7,17
<b>mix</b> 15:13,14	<b>name</b> 4:25 5:2,8	14:16,20 18:15	<b>Objecting</b> 12:7	20:20 21:4,23
<b>Monday</b> 57:9	8:12 9:15,21	<b>notarized</b> 13:8,8	<b>objection</b> 8:10	22:4,21 23:5
<b>monies</b> 27:13,15	9:22 11:17,21	19:24	11:6 12:3 13:5	23:13 24:11,15
<b>month</b> 7:14,18	20:24 21:3,21	<b>notarizing</b> 13:25	17:23 18:17	24:18 25:14,19
10:2	22:17,19 32:15	<b>notary</b> 1:22 4:4	20:3 21:10,15	25:22,24 26:16
<b>mortgage</b> 1:3	42:17,18,19,20	13:10,12,17	22:2,24 23:22	26:20 27:5,8
4:17 5:6,10,23	43:20,21 44:21	14:10,13,15,23	29:9 31:4 32:9	27:15,19,24
6:15,23 8:16	57:12	18:9,14,22	32:20 35:24	28:3,10,15,19
8:24 14:21	<b>named</b> 23:25	19:15 55:15	36:9,19 39:15	28:23 29:3,6
15:5,22 17:1	<b>naming</b> 30:21	56:5	40:4,10 41:10	29:22 30:14,20
17:10 20:2	<b>National</b> 26:22	<b>notations</b> 58:9	42:25 47:7,16	31:7,12,20,23
21:13 22:9,12	46:8	<b>note</b> 24:1,5,9	48:8 50:9	32:13,18,22
23:5,6,7,8,10	<b>nature</b> 7:11	27:21 28:11	52:24	33:5,18,21
23:15,21 24:5	<b>nearest</b> 57:9	33:8 34:4,8,10	<b>observation</b>	34:3,8,19
24:20 25:1,1,9	<b>necessary</b> 57:7	35:11,18,21,23	39:6	35:10,16 36:15
26:9,22 27:1,9	<b>need</b> 4:22 6:16	36:5,12,14,18	<b>observe</b> 38:11	37:10,21 38:2
27:20 28:10,11	16:4 22:19	37:5,15,22,25	<b>obtains</b> 11:3	38:12 39:25
28:16 29:8,19	39:8	37:25 38:7,14	<b>occurred</b> 34:6	40:7,14,17
30:15,18,21,23	<b>needed</b> 6:15	38:19,23 39:18	42:24 43:4	41:2,21,23
31:16 32:4	9:12 11:17,25	40:1,8 42:8,13	<b>office</b> 13:8 20:10	42:2,21 43:10
34:21 35:3	34:18 49:16	42:23 43:4,7	35:15 42:15	43:13 44:2,5
38:22,23,25	<b>needs</b> 33:11	43:10,11 44:13	57:8,9 59:18	44:22 45:4,7
39:4,12,17,22	<b>negotiating</b>	45:5 46:8,13	<b>officer</b> 6:17 8:19	45:11,20,24,25
39:23 40:8	30:12	46:15 47:5	15:21 32:7,8	46:15,18 47:20
41:13,24 43:18	<b>network</b> 11:12	52:16,23 53:5	32:17	48:2,13,17,20
43:21 45:1	12:25 22:15,16	53:6,24	<b>officers</b> 43:18	49:1,14,18
46:8,16,17	31:18 34:16	<b>notes</b> 36:17 38:8	49:20	50:4 51:9 52:6
48:4,13,20	37:8	38:12 56:7	<b>offices</b> 17:4,19	52:14 53:10,20
51:11,13,18,18	<b>networks</b> 11:5	<b>note-holder</b>	<b>Oh</b> 6:1 24:11	53:24 54:2,7
51:21 52:15	<b>Neu</b> 1:8,8 4:18	30:22 31:14	44:2	<b>once</b> 33:10
53:15,17,21	57:3 59:2	<b>note-holders</b>	<b>okay</b> 5:3,9,11,13	34:15 35:14
57:3 59:2	<b>never</b> 17:3 35:20	40:2	5:20,23 6:1,7	37:24
<b>mortgagee</b>	<b>new</b> 20:21 29:19	<b>notice</b> 24:25	6:10,18,22,25	<b>open</b> 33:12
20:21 21:8,14	40:1	37:16 49:2	7:9,21,24 8:4,8	<b>order</b> 22:19

<b>ordering</b> 57:11	20:18 45:4	13:16	<b>prior</b> 5:23 22:22	<b>randomly</b> 15:6,7
<b>ordinarily</b> 6:13	<b>partake</b> 42:9	<b>place</b> 33:10 56:9	23:9 31:5	<b>read</b> 54:6 57:10
14:25	<b>partially</b> 38:15	<b>plaintiff</b> 1:4 2:2	38:19 41:12,24	58:5 59:19
<b>organization</b>	<b>particular</b> 29:15	33:6,7 41:16	42:22	<b>really</b> 16:25
27:2	29:18 35:10	<b>plaintiff's</b> 33:7	<b>privilege</b> 43:1	21:6 27:3,16
<b>original</b> 29:7	<b>parties</b> 56:12	45:24	<b>proceed</b> 9:14	36:6
32:19 33:11,22	59:18	<b>please</b> 4:25	22:17,19	<b>reason</b> 22:11
34:12,21 35:3	<b>party</b> 56:12	46:11 57:5,8	<b>process</b> 9:10,17	59:7
35:19 36:4	<b>passed</b> 24:1	59:18	9:25 11:20	<b>reasonable</b>
39:2,13 52:8	<b>passing</b> 23:16	<b>point</b> 9:13 11:24	14:13,17 22:14	57:11
52:11,14 53:4	<b>pay</b> 14:12 27:17	21:23	33:10	<b>receive</b> 7:5 42:2
57:11 59:18	<b>payments</b> 27:10	<b>policy</b> 23:2	<b>processes</b> 38:1	49:24 50:1
<b>origination</b>	<b>penalty</b> 59:19	<b>pool</b> 27:24,25	<b>produced</b> 49:13	<b>received</b> 16:20
23:16	<b>Pennsylvania</b>	<b>portion</b> 34:19	<b>production</b>	26:1 27:15
<b>oversee</b> 7:22	33:13	<b>position</b> 36:21	40:19 41:3	<b>receives</b> 9:14
12:17	<b>people</b> 7:22,23	36:23	49:9,14	<b>recollect</b> 19:25
<b>owe</b> 29:6,17	7:24 14:3	<b>possession</b> 1:9	<b>promissory</b>	30:7
<b>owner</b> 27:1	16:16 19:5	27:20	30:22 31:14	<b>recollection</b>
38:19 48:23	42:10,12 43:4	<b>possible</b> 19:4,6	46:8,13 47:5	32:15
52:15,23 53:4	<b>percent</b> 9:16	19:21 48:20,24	<b>proper</b> 22:19	<b>record</b> 5:1 17:18
53:6	11:19	<b>prepare</b> 8:5	29:8 41:14	38:16 49:7
<b>owners</b> 40:2	<b>Perez</b> 1:8 57:3	51:12 52:10	<b>PROPERTY</b>	<b>records</b> 20:20
46:6,12	59:2	<b>prepared</b> 51:7	1:10	26:7,10 28:17
<b>ownership</b>	<b>performing</b>	<b>preparing</b> 7:25	<b>protocols</b> 48:11	31:2 33:15
44:13 48:4	23:17	<b>present</b> 13:10,14	<b>provided</b> 36:15	41:11 49:21
<b>owns</b> 48:13	<b>perjury</b> 59:19	13:16	49:9,18	51:13,16 52:2
	<b>person</b> 19:7	<b>presented</b> 10:7	<b>Public</b> 1:22 4:4	52:12,19,21
<b>P</b>	20:24 46:11	15:16 47:21	55:15 56:5	53:3,21
<b>P 4:1</b>	47:14	49:19	<b>pull</b> 22:18	<b>RECROSS</b> 3:5
<b>page</b> 3:13 24:20	<b>personal</b> 10:14	<b>presently</b> 8:13	<b>P.A</b> 2:9	<b>REDIRECT</b> 3:5
26:5 37:17	11:4 34:20,22	11:22 31:21	<b>p.m</b> 1:14,14 57:9	53:12
59:7	35:2 49:17	33:6		<b>refer</b> 20:21
<b>pages</b> 56:7	53:5	<b>president</b> 7:2,5	<b>Q</b>	21:21
<b>paid</b> 16:7	<b>personally</b>	8:15 15:23	<b>question</b> 10:23	<b>referral</b> 9:13,16
<b>Palm</b> 1:1,17,18	18:25 19:13,18	16:4,10,19,24	12:8 20:5 25:5	9:24 20:15,15
1:23,23 2:11	19:20,23 55:7	17:7 29:6 39:9	25:7 29:11	20:17 44:6,6
55:3 56:3	<b>persons</b> 46:5	41:18	52:13	<b>referred</b> 9:11
57:18,18 58:4	51:17 52:22	<b>presumes</b> 41:16	<b>questions</b> 50:18	22:16
<b>paragraph</b>	53:5	<b>presumption</b>	<b>quite</b> 30:9	<b>refers</b> 28:1
25:12 30:14,20	<b>perspective</b>	21:24	<b>quote</b> 8:18 15:20	<b>reflected</b> 28:12
34:20 41:9	16:25	<b>previous</b> 38:10		<b>regarding</b> 40:19
47:22	<b>pertaining</b>	<b>previously</b>	<b>R</b>	41:3 53:3
<b>paragraphs</b>	34:21 35:2	50:24 51:10	<b>R 4:1</b> 56:1 58:1	<b>regards</b> 25:22
42:7 47:3	<b>physical</b> 22:8	52:7	59:1,1	<b>register</b> 30:16
<b>part</b> 6:25 13:24	<b>physically</b> 13:13	<b>primary</b> 50:5	<b>raise</b> 14:17	<b>registered</b> 30:16

30:23,24 31:2 31:17 <b>Registration</b> 15:22 23:7,10 23:15 25:2 <b>regularly</b> 52:3 <b>Reinhart</b> 18:24 <b>relate</b> 28:6 <b>relationship</b> 27:4 <b>relative</b> 56:12 <b>rely</b> 34:15 <b>relying</b> 12:24 13:3 31:18 49:13 53:21 <b>remained</b> 40:2 <b>renewal</b> 14:13 <b>rephrase</b> 22:10 35:25 38:21 52:25 <b>report</b> 6:18,19 16:15 56:6 <b>Reported</b> 1:21 <b>reporter</b> 1:21 4:4,7,23 46:25 54:7 55:14 56:5,16,20 57:17 <b>representative</b> 16:18 <b>representing</b> 37:8 42:22 <b>reproduction</b> 56:15 <b>request</b> 12:5 16:19 33:12 40:19 41:3,10 42:7 43:5 49:9 49:13 <b>requested</b> 49:8 <b>requesting</b> 34:16 <b>required</b> 13:7 <b>requirement</b> 14:6	<b>rerecorded</b> 24:2 <b>resolution</b> 29:23 49:19 <b>response</b> 41:2 <b>responsibilities</b> 6:7 7:1 13:24 14:1,2 16:8,23 45:19,21 <b>responsibility</b> 13:25 16:20 28:20,25 29:17 32:7 50:5 <b>return</b> 17:19 57:13 <b>returned</b> 50:3 <b>review</b> 8:2,6 34:11,13,14,15 35:13,21 36:17 37:24 38:12 41:23 44:9 50:14 <b>reviewed</b> 19:5 35:20 37:22 39:22 41:12 <b>reviews</b> 9:7 12:19 <b>Reynolds</b> 1:21 4:3 55:14 56:5 56:20 57:17 59:3 <b>right</b> 4:17 5:19 8:20 10:15,18 13:18,21,23 14:12 16:23 17:9 20:1 22:4 24:4,6,18 25:3 25:11,14 27:24 29:22 31:12 35:10 36:24 39:2,20 40:14 40:17 42:21 43:20 48:3 49:1,6 50:4,13 50:15 51:18 54:3,5	<b>role</b> 30:11 <b>round</b> 7:19  <b>S</b> <b>S</b> 1:9 3:11 4:1 59:1 <b>Sansbury's</b> 2:10 <b>saw</b> 30:6 <b>saying</b> 36:1 53:1 <b>says</b> 17:18 19:20 24:4,25 25:9 25:11,12 26:21 30:14 34:8 38:25 46:11 <b>schedule</b> 57:8 <b>scope</b> 52:3,19 <b>se</b> 8:5 <b>search</b> 34:6 42:8 42:9,16 43:3 <b>searched</b> 42:10 42:13 <b>searches</b> 34:4 45:8 <b>searching</b> 45:20 <b>second</b> 10:22 16:5 26:5 37:4 50:14 <b>secretary</b> 8:16 15:24 16:5,15 17:7 32:5 <b>securitized</b> 28:11,12 <b>see</b> 22:18 24:6 38:8,24 39:3,7 49:11 <b>seen</b> 9:3 26:7,14 26:16 30:4 36:4 37:18,19 37:19 38:13 40:24,25 <b>senior</b> 44:23,25 45:17 <b>sent</b> 12:13 <b>service</b> 6:11 48:18	<b>servicer</b> 27:4,8 48:21,23 <b>servicers</b> 27:16 <b>services</b> 48:14 <b>set</b> 22:14 46:20 56:9,10 <b>sets</b> 34:19 <b>sheet</b> 58:9 59:18 <b>shorthand</b> 56:7 <b>show</b> 35:17 50:24 51:9 52:6 <b>shown</b> 30:24 <b>sic</b> 13:14 <b>sign</b> 7:10 8:1,8 8:12,13,16,23 15:23 16:1,3 31:22 32:16 57:7,10,12 <b>signature</b> 6:17 9:4 16:5 18:11 32:23 33:3 37:5 57:7,12 57:20,23 59:24 <b>signed</b> 10:1 33:5 38:25 59:18 <b>signing</b> 8:7,19 10:4 15:21 32:6,17 43:18 <b>simply</b> 4:21 12:19 <b>situation</b> 38:14 <b>SNE</b> 41:14 <b>sole</b> 13:25 <b>somebody</b> 45:7 45:8 <b>sorry</b> 10:20,24 22:7,13 30:7 38:21 39:10 50:19 <b>speak</b> 20:18 <b>specific</b> 15:11 35:5 50:7 53:16 <b>spell</b> 6:20	<b>spelled</b> 21:5 <b>spend</b> 10:3 15:8 <b>Staeble</b> 21:3,19 21:20 <b>stands</b> 44:4 <b>start</b> 39:10 <b>state</b> 1:22 4:4,25 55:2,15 56:2,5 58:3 <b>stated</b> 8:20 9:19 20:14 24:8 31:1 34:23 39:16 43:19 49:21 <b>statement</b> 10:12 32:11 34:7 48:16,19 <b>statements</b> 17:20 58:6 <b>states</b> 39:22 45:17 <b>stating</b> 9:12 11:18 <b>Ste</b> 1:17 <b>stenotype</b> 56:6 <b>Stephan</b> 1:12 3:6,7 4:12,18 5:2 40:20 41:3 41:12 50:22 53:12 55:7 57:2,22 58:19 59:3 <b>stored</b> 11:9 <b>subject</b> 1:9 59:20 <b>substance</b> 59:20 <b>substantial</b> 34:10 35:17,22 36:6 42:23 43:3 <b>successors</b> 25:13 25:20 <b>Suite</b> 1:23 2:4 2:10 57:18 <b>summary</b> 26:6
---	--	---	--	---

28:13 <b>supplying</b> 9:16 <b>supposed</b> 22:21 27:8 <b>sure</b> 4:19 5:12 6:25 9:17 10:22,24 11:19 14:20 20:4 24:18 26:25 30:8 36:17 43:13 45:18 53:1 <b>Susan</b> 19:15 <b>swear</b> 4:7 <b>sworn</b> 4:13 55:8 <b>system</b> 9:7 12:23 28:25 29:4 30:23 31:7,17 33:12 41:11,17 41:19 49:20 51:21,25 <b>systems</b> 8:3 15:22 23:7,10 25:2 <b>S-T-A-E-H-L-E</b> 21:3	42:18 43:5 45:4 49:23 <b>teams</b> 43:5 <b>tecum</b> 49:2 <b>tell</b> 18:4 21:6 26:12 <b>ten</b> 15:17 <b>TENANT</b> 1:9 <b>testified</b> 4:14 <b>testimony</b> 4:8 31:5 <b>Thank</b> 17:16 50:17 54:5 <b>thing</b> 4:20 43:19 <b>things</b> 4:19 7:11 15:5 21:25 25:20 47:25 <b>think</b> 5:7 21:5 44:19 46:25 50:13,15,15 <b>Thursday</b> 1:14 57:5 <b>time</b> 15:17,17,17 16:3 19:23 26:13 30:6 33:6,12 40:8 48:5 51:22 56:9 57:6,11 <b>times</b> 16:4 <b>title</b> 6:4 11:21 16:9 17:6 22:18,18 31:19 31:21 <b>today</b> 49:12 50:16 <b>top</b> 17:18 <b>tough</b> 7:12 10:5 <b>training</b> 7:7 <b>transcript</b> 56:14 57:24 59:6 <b>transcription</b> 56:7 <b>transfer</b> 6:11 22:8 23:18 <b>transferred</b>	29:19 40:1,9 <b>transfers</b> 23:6 <b>traveling</b> 50:17 <b>true</b> 11:2 34:9 35:22 36:18 56:7 58:7 59:20 <b>truly</b> 57:14 <b>truth</b> 4:8,9,9 <b>try</b> 35:7 <b>trying</b> 5:7 <b>turn</b> 26:5 44:12 49:7 <b>Turner</b> 19:15 <b>two</b> 38:8,12 47:25 <b>type</b> 6:12,15,16 8:6 11:18 14:9 14:10 15:12 16:6 26:14,16 38:13 50:1 <b>types</b> 15:12 <b>typically</b> 14:10 18:21 <b>Tyra</b> 19:7,10	33:13 <b>UNKNOWN</b> 1:9 <b>update</b> 28:21,25 <b>updated</b> 29:4 <b>use</b> 5:8 9:10  <b>V</b> <b>vague</b> 41:15 <b>value</b> 10:10 21:9 21:13 <b>various</b> 15:9 28:23 43:4 <b>verify</b> 11:21 12:21,23 31:21 <b>versus</b> 4:18 16:2 17:7 <b>vice</b> 7:1,4 8:15 15:23 16:3,9 16:19,24 17:7 29:6 39:9 41:18 <b>vitae</b> 49:15 <b>vs</b> 1:6 57:3 59:2  <b>W</b> <b>wait</b> 13:19 <b>waive</b> 57:7,12 57:20,23 <b>want</b> 10:22 <b>wanted</b> 49:11 <b>Watson</b> 17:19 17:21 20:11 22:15 <b>way</b> 2:10 4:23 21:5 27:3 35:12 39:21 <b>week</b> 7:10 15:8 <b>weren't</b> 19:23 <b>West</b> 1:18,23 2:11 57:18 <b>we've</b> 9:3 39:22 <b>Wilks</b> 19:8 <b>William</b> 1:8 57:3 59:2	<b>Wilson</b> 19:9,10 <b>wish</b> 57:12 <b>Witness</b> 3:5 4:10 10:24 17:16,24 18:18 20:4 21:11 23:23 24:14 29:10 32:10 33:3 35:5,25 36:8 36:20 39:16 40:5,11 45:13 47:9,18 50:11 52:25 54:8 <b>witnesses</b> 14:25 15:4,5 18:24 <b>word</b> 5:7,12 26:23 <b>work</b> 5:3 11:20 27:7 41:22 43:14 53:8 <b>worker</b> 53:17 <b>works</b> 45:2 <b>wouldn't</b> 10:13 23:20 37:21 40:5,11 45:21 <b>WRITE</b> 59:6  <b>X</b> <b>X</b> 3:2,11  <b>Y</b> <b>Yeah</b> 50:19 <b>years</b> 5:22,25 6:3  <b>0</b> <b>040805XXXX</b> 1:2 57:4  <b>1</b> 1 34:20 <b>1:00</b> 1:14 <b>10</b> 1:14 <b>10th</b> 55:8 57:5 <b>10,000</b> 7:19,21
---	---	---	---	---

10:1	4 3:6			
100 9:16 11:19	4th 18:3,10			
104 2:10	19:21			
12/10/09 59:4	4:30 57:9			
13 7:23	40 3:19			
1655 1:17,23	41 3:20			
57:18	44 3:20			
17 3:15	453053 55:16			
1975 2:10	46 3:21			
	49 3:21			
<u>2</u>				
2 30:20 47:3	<u>5</u>			
2:30 1:14	5 41:9 47:22			
2002 39:1	5th 18:5,6 22:4			
2008 1:2 57:4	22:12			
2009 1:14 18:3	50 1:2 57:4			
22:4,7,12,13	500 1:17,23 7:17			
23:8 55:8,10	57:18			
56:17 57:1,6	51 3:8			
58:13	54 3:6			
22nd 55:10	561 2:11			
56:17	561)682-0905			
225 2:4	1:24			
24 3:15	569-4100 2:5			
26 3:16				
27th 39:1	<u>7</u>			
	7 42:7			
<u>3</u>	7/20/2013 55:15			
3 46:11 47:3	798-5658 2:11			
3rd 18:5,9 19:22				
22:6,7,7,13	<u>8</u>			
23:8	800 2:4			
30 3:16				
305 2:5	<u>9</u>			
31 57:1	9:00 57:9			
32 3:17				
33 3:17				
33134 2:5				
33401 1:18,23				
57:18				
33411 2:11				
37 3:18,18				
38 3:19				
<u>4</u>				

**EXHIBIT “ C ”**

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE COMPANY  
AS AN ACCOMMODATION ONLY

RECORDING REQUESTED BY:  
Mortgage Electronic Registration Systems, Inc.  
as Nominee for Mortgageit, Inc.

ORDERED MAIL TO:  
Duncan, LLP  
1 Rutland Drive, Suite 200  
Box 17933  
San Diego, CA 92117-0933

2009-094899

09:34am 07/16/09 AT Fee: 9.00

Count of pages 1

Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder



\* 2 0 0 9 0 0 9 4 8 9 9 A R \*

01-028478

### ASSIGNMENT OF DEED OF TRUST

VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to HSBC BANK A. as Trustee for DALT 2007-AO3 all beneficial interest under that certain Deed of Trust dated 12/22, 2007, executed by Raul Estiva and Corazon Estiva, husband and wife as joint tenants to First American National Title, as trustee, for Mortgage Electronic Registration Systems, Inc., Solely as Nominee for Mortgageit, Inc., as beneficiary, and recorded as Instrument No. 2007-050317 on April 17, 2007, in the State of California, San Mateo County Recorder's Office. Together with the Note or Notes therein described or referred to, the money due and to become due thereon with interest, and payments accrued or to accrue under said Deed of Trust.

5-26-09

Mortgage Electronic Registration Systems, Inc., Solely  
as Nominee for Mortgageit, Inc.

By:

Its:

Jeffrey Stephan  
Vice President

Penney Ivaric )  
of Montgomery ) ss.  
5/26/09  
Jeffrey Stephan

before me, Thomas P. Strain - Notary Public, personally appeared Jeffrey Stephan who proved to me on the basis of satisfactory evidence to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

Under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Thomas P. Strain  
Notary Public

(This Area for Official Notary Seal)

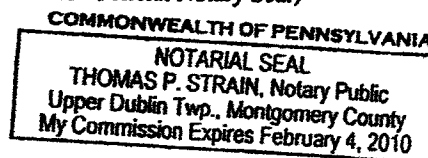


EXHIBIT C

AA46

Jan 27 11 11:07a

Office

50-571-5829

p.1

Locate No. CAFNT0941-0938-0007-0009565509

**LEGAL DESCRIPTION**

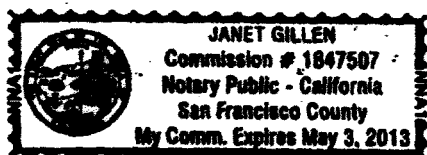
**EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN MATEO, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 11, BLOCK 3, AS SHOWN ON THAT CERTAIN MAP ENTITLED "FOOTHILL TERRACE", FILED IN THE OFFICE OF THE RECORDER ON JUNE 10, 1946 IN BOOK 25 OF MAPS AT PAGE(S) 59.

JPN: 034-031-312-03

APN: 034-312-030



*Janet Gillen, Notary Public*  
*1/27/11*



**EXHIBIT “ D ”**



TO BE FILED IN THE COURT OF APPEAL

APP-008

COURT OF APPEAL, FIRST APPELLATE DISTRICT, DIVISION FOUR	Court of Appeal Case Number: A134461
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Fermin Solis Aniel and Erlinda Abibas Aniel in Pro Per 75 Tobin Clark Dr. Hillsborough, CA 94010  TELEPHONE NO.: 650-284-6417 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Pro Se	Superior Court Case Number: CIV502857  FOR COURT USE ONLY
APPELLANT/PETITIONER: Fermin Solis Aniel et. al.  RESPONDENT/REAL PARTY IN INTEREST: ETS Services, LLC et. al.	
<b>CERTIFICATE OF INTERESTED ENTITIES OR PERSONS</b> (Check one): <input checked="" type="checkbox"/> INITIAL CERTIFICATE <input type="checkbox"/> SUPPLEMENTAL CERTIFICATE	
<b>Notice:</b> Please read rules 8.208 and 8.488 before completing this form. You may use this form for the initial certificate in an appeal when you file your brief or a prebriefing motion, application, or opposition to such a motion or application in the Court of Appeal, and when you file a petition for an extraordinary writ. You may also use this form as a supplemental certificate when you learn of changed or additional information that must be disclosed.	

1. This form is being submitted on behalf of the following party (name): Fermin Solis Aniel and Erlinda Abibas Aniel

2. a. ☒ There are no interested entities or persons that must be listed in this certificate under rule 8.208.  
b. ☐ Interested entities or persons required to be listed under rule 8.208 are as follows:

Full name of interested entity or person	Nature of interest (Explain):
(1)	
(2)	
(3)	
(4)	
(5)	

☐ Continued on attachment 2.

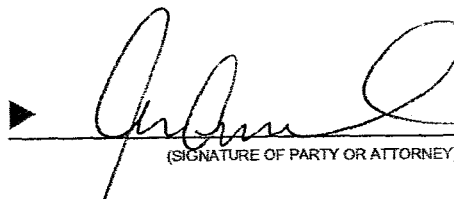
The undersigned certifies that the above-listed persons or entities (corporations, partnerships, firms, or any other association, but not including government entities or their agencies) have either (1) an ownership interest of 10 percent or more in the party if it is an entity; or (2) a financial or other interest in the outcome of the proceeding that the justices should consider in determining whether to disqualify themselves, as defined in rule 8.208(e)(2).

Date:

5/8/12

Erlinda Abibas Aniel

(TYPE OR PRINT NAME)

  
(SIGNATURE OF PARTY OR ATTORNEY)

Page 1 of 1

## TABLE OF CONTENTS

CERTIFICATE OF INTERESTED PARTIES.....	i
TABLE OF CONTENTS .....	ii
TABLE OF AUTHORITIES .....	iii
STATEMENT OF THE CASE.....	1
STATEMENT OF APPEALABILITY.....	2
STATEMENT OF THE FACTS.....	2
STANDARD OF REVIEW.....	4
ARGUMENT.....	4
A. APPELLANTS ESTABLISHED STANDING BECAUSE OF THEIR INTEREST IN THE PROPERTY THAT WAS HARMED BY THE ACTIONS OF THE APPELLEE.....	4
B. UNITED STATES BANKRUPTCY DETERMINED APPELLANTS HAD STANDING BASED ON THEIR SCHEDULES AND ITS DECISION TO ABANDON THE SUBJECT PROPERTY.....	6
C. THE COURT ERRED BY NOT GIVING APPELLANTS AN OPPORTUNITY TO AMEND THEIR COMPLAINT.....	8
CONCLUSION .....	8
CERTIFICATE OF COMPLIANCE .....	10
PROOF OF SERVICE .....	11

## TABLE OF AUTHORITIES

### **CASES**

Blank v. Kirwan (1985) 39 Cal.3d 311, 318 .....	4
Busick v. Workmen's Comp. Appeals Bd. (1972) 7 Cal.3d 967, 974.....	6
Jasmine Networks, Inc. v. Superior Court (Marvell Semiconductor, Inc.) 180 Cal. App. 4th 980 (2009).....	4
Montclair Parkowners Assn. v. City of Montclair (1999) 76 Cal.App.4th 784, 790 [90 Cal.Rptr.2d 598] .....	4
Mycogen Corp. v. Monsanto Co. (2002) 28 Cal.4th 888, 896.....	6
Quelimane Co. v. Stewart Title Guaranty Co. (1998) 19 Cal.4 <sup>th</sup> 26, 38, 39 .....	8

### **STATUTES**

California Civil Code of Procedure § 367.....	4
---	---

### **OTHERS**

4 Witkin, Cal. Procedure, supra, Pleading, § 121, p. 187.....	5
---	---

## STATEMENT OF THE CASE

Plaintiffs and Appellants—FERMIN SOLIS ANIEL, and ERLINDA ABIBAS ANIEL—filed their COMPLAINT against Appellees—ETS SERVICES, LLC (“ETS”), GMAC MORTGAGE, LLC F/K/A GMAC MORTGAGE CORPORATION and GMAC MORTGAGE (“GMAC”), HSBC BANK, U.S.A. AS TRUSTEE FOR DALT 2007-AO3 (“HSBC”), MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (“MERS”), AND PITE DUNCAN, LLP (“PITE”), on February 02, 2011, in the Superior Court of the State of California, County of San Mateo. See Case number CIV502857. On March 03, 2011, Appellee, ETS, GMAC, HSBC, and MERS, filed a Demurrer to Appellants’ Complaint. On March 15, 2011, Appellee, PITE, filed a Demurrer to Appellants’ Complaint.

On May 25, 2011, Appellants filed an Opposition to Appellee’s, PITE, Demurrer to the Appellants’ Complaint. On May 26, 2011, Appellants filed an Opposition to Appellees’, ETS, GMAC, HSBC, and MERS, Demurrer to the Appellants’ Complaint.

On June 02, 2011, Appellees, ETS, GMAC, HSBC, and MERS, filed a Reply in support for their Demurrer to the Appellants’ Complaint.

On June 08, 2011, the Court adopted its tentative ruling, and sustained Appellee’s, PITE, Demurrer to the Appellants’ Complaint without leave to amend. On June 09, 2011, the Court, after a hearing on the merits, adopted its tentative ruling, and sustained Appellees’, ETS, GMAC, HSBC, and MERS, Demurrer without leave to amend.

On June 30, 2011, the Court filed its Order Sustaining Appellees’, ETS, GMAC, HSBC, and MERS, Demurrer to the Appellants’ Complaint without leave to amend. On July 18, 2011, the Court filed its Order Sustaining Appellee’s, PITE, Demurrer to Appellants’ Complaint without leave to amend. On December 06,

2011, the Court, during a Case Management Conference, ordered that the case be dismissed with prejudice. This served as a Final Judgment in the case.

On February 02, 2012, Appellants filed a Notice of Appeal to the Court's order to dismiss the case with prejudice on December 06, 2011. On February 02, 2012, the Court filed a Clerk's Notice of Filing of the Notice of Appeal. On February 08, 2012, Appellants filed a Notice of Designation of Record, electing to file an appendix under California Rule of Court, Rule 8.124.

### **STATEMENT OF APPEALABILITY**

This appeal is from the order dismissing the case with prejudice of the Superior Court of California, County of San Mateo and is authorized by the California Civil Procedure Code § 581d.

### **STATEMENT OF THE FACTS**

On or around March 22, 2007, Raul Estiva (now deceased) and Corazon Estiva (non-parties to this action) signed Deed of Trust, to the property located at 801 Foothill Drive, San Mateo, CA 94402. (AA8). The Deed of Trust was recorded on April 03, 2007 in the County of Records' Office in San Mateo. Under the Deed of Trust, the Lender was MortgageIT, Inc. (a non-party). (AA8). Under the Deed of Trust, MERS, acting solely as a nominee for Lender and Lender's successors and assigns, was named as the beneficiary under the Deed of Trust. (AA8). Fidelity National Title was named as the Trustee under the Deed of Trust. (AA28).

Appellants own a 50% interest in the property. (AA8). Appellants disclosed their interest in their Amended Schedule A-Real Property in their Bankruptcy estate. Appellants' arrangement consisted of Raul Estiva refinancing the loan in 2007, and Appellants' making regular payments on the mortgage to the servicer,

GMAC. (AA8-AA9). Appellants' reported income received from rent from the subject property in their income tax return. (AA9). Appellants maintained the property, collected rent, and paid for the mortgages, hazard insurance, and property taxes. (AA9). On February 03, 2011, Corazon Estiva executed a Grant Deed that transferred interest in the Deed to the Appellants. (AA405).

On December 15, 2008, ETS, claiming to be merely an agent of MERS, executed a Notice of Default on the subject property. (AA43-AA44). In that Notice of Default, MERS, in its own name without identifying the Lender, claimed to be the beneficiary of the Deed of Trust. (AA43-AA44). MERS did not act as a nominee in the Notice of Default. (AA43-AA44). On the same day, December 15, 2008, MERS, in its own capacity and without identifying the Lender, executed a Substitution of Trustee, which identified ETS as the Substituted Trustee. (AA380). Both the Notice of Default and the Substitution of Trustee were recorded on the same day in San Mateo County on December 17, 2008. (AA43-AA44; AA380).

On May 26, 2009, Pite manufactured an Assignment of the Deed of Trust, transferring beneficial interest in the Deed of Trust from MERS, solely as nominee for MortgageIT, Inc., to HSBC. (AA9, AA10). The Assignment of the Deed was manufactured because Jeffrey Stephan, executed the document. (AA9, AA10). The Assignment of the Deed states that Jeffrey Stephan, a vice president of MERS, executed the Assignment of the Deed, and that Thomas P. Strain, a notary public, acknowledged the execution of the Assignment of the Deed. (AA9, AA10). Jeffrey Stephan is an infamous and admitted robo-signer, whose name has appeared in thousands of mortgage related documents. (AA9, AA10). The Assignment was recorded on July 16, 2008, while Appellants were in Bankruptcy and under the protection of the automatic stay. (AA9, AA10).

On December 28, 2010, ETS executed a Notice of Trustee Sale, which was recorded on December 31, 2010. (AA10). The subject property was eventually



foreclosed after Appellants filed their complaint and prior to Appellants' Notice of Appeal.

### **STANDARD OF REVIEW**

On review of an order sustaining a demurrer without leave to amend, the Appellate Court's standard of review is de novo, determining its own independent judgment about whether the complaint states a cause of action as a matter of law." (Montclair Parkowners Assn. v. City of Montclair (1999) 76 Cal.App.4th 784, 790 [90 Cal.Rptr.2d 598].).

A demurrer tests the legal sufficiency of the complaint. For purposes of review, the Appellate Court accepts as true all material facts alleged in the complaint, but not contentions, deductions or conclusions of fact or law. We also consider matters that may be judicially noticed. (Blank v. Kirwan (1985) 39 Cal.3d 311, 318.) When a demurrer is sustained without leave to amend, "we decide whether there is a reasonable possibility that the defect can be cured by amendment: if it can be, the trial court has abused its discretion and we reverse; if not, there has been no abuse of discretion and we affirm." (Id.) Plaintiff has the burden to show a reasonable possibility the complaint can be amended to state a cause of action. (Id.)

### **ARGUMENT**

#### **A. APPELLANTS ESTABLISHED STANDING BECAUSE OF THEIR INTEREST IN THE PROPERTY THAT WAS HARMED BY THE ACTIONS OF THE APPELLEE.**

Under California Civil Code of Procedure § 367, every action must be prosecuted in the name of the real party in interest, except as otherwise provided by statute. In the case, Jasmine Networks, Inc. v. Superior Court (Marvell Semiconductor, Inc.), 180 Cal. App. 4th 980 (2009), the Court stated that § "367 simply requires that the action be maintained in the name of "[t]he person who has

the right to sue under the substantive law." (4 Witkin, Cal. Procedure, *supra*, Pleading, § 121, p. 187, *italics added*.) *Jasmine Networks, Inc. v. Superior Court (Marvell Semiconductor, Inc.)*, 180 Cal. App. 4th 980 (2009). Thus if the plaintiff has a cause of action in his own right, and he pursues it in his own name, section 367 poses no obstacle to maintenance of the action. *Id.* The application of the statute, "while superficially concerned with procedural rules, really calls for a consideration of rights and obligations." (4 Witkin, *supra*, Pleading, § 121, p. 187.). *Id.*

Appellants established an interest in the property as alleged in their Complaint. Appellants established a substantive cause of action based on the Appellees attempts to wrongfully foreclose the property. Appellants' interest in the property was adversely affected by the fraudulent nature of the execution and creation of the Substitution of Trustee, Notice of Default, and Assignment of the Deed of Trust. Without Appellees actions, Appellants would continue to have interest and possession of the property. Based on Appellants' injuries, they have established a cause of action against the Appellees. The Court in its decision refused to acknowledge Appellants' interest in the property but rather focused on the fact that Appellants' names do not appear on the Promissory Note or the Deed of Trust. The focus should have been on Appellants' substantive case rather than whether only the Estivas have standing to sue the Appellees. Based on Appellants' bankruptcy case, the grant deed, and the allegations made in the complaint, Appellants have established an interest in the property despite their names not appearing on the Promissory Note or the Deed of Trust.

The Court abused its discretion by determining that Appellants lack standing because their names do not appear on the Deed of Trust or the Promissory Note. The Court failed to determine whether the Appellants, with an interest in the property, have established a claim for a wrongful foreclosure that led to an injury

of their interest in the property. The Court did not rule whether in fact Appellants had interest in the property, but rather only names that appear on the Deed of Trust or the Promissory Note may establish a claim based on the property. Appellants were never given an opportunity to prove its ownership interest in the property. Had Appellants established that ownership interest in the property, Appellants' allegations in their Complaint were enough to establish a cause of action based on substantive law.

Therefore, the Court's attempt to create a prerequisite in order to challenge a foreclosure was an abuse of discretion. The Appellants' sufficiently established an ownership interest based on its allegations concerning the Bankruptcy Court, their contributions to the maintenance of the property, and rental income received and reported in their income tax returns. (AA8-AA9). Based on this interest, Appellees' wrongful actions seriously injured Appellants' established interest in the property. This created a substantive cause of action by the Appellants, the real party in interest.

**B. UNITED STATES BANKRUPTCY DETERMINED APPELLANTS HAD STANDING BASED ON THEIR SCHEDULES AND ITS DECISION TO ABANDON THE SUBJECT PROPERTY.**

Res judicata or claim preclusion bars relitigation of a cause of action that previously was adjudicated in another proceeding between the same parties or parties in privity with them. (Mycogen Corp. v. Monsanto Co. (2002) 28 Cal.4th 888, 896.) Res judicata applies if the decision in the prior proceeding is final and on the merits and the present proceeding is on the same cause of action as the prior proceeding. (Busick v. Workmen's Comp. Appeals Bd. (1972) 7 Cal.3d 967, 974.) Res judicata bars the litigation not only of issues that were actually litigated but also issues that could have been litigated. (Id. at p. 975.)

The Superior Court's decision to grant Appellees' Demurrer to the Appellants' Complaint was solely based on Appellants' lack of standing to have a valid claim against the Appellees. The Court determined that Appellants lacked any standing to challenge the foreclosure of the Appellees. (AA445-AA446). However, because Appellants' filed for Bankruptcy and listed the property as their property with 50% interest, the Bankruptcy Court had already established Appellants' standing. (AA8-AA9). Further, the Bankruptcy Court approved Appellants' request to abandon the property in order for the Appellants' to assert their rights in a lawsuit outside the Bankruptcy court. (AA356-AA357).

The Court abused its discretion when it did not take into consideration the events that took place during the Appellants' bankruptcy. Appellees did not attempt to foreclose the property while the property was protected under the Automatic Stay in the Appellants' bankruptcy case. It was only after Appellants' property was abandoned did Appellees record a Notice of Trustee Sale without a new Notice of Default as required by California law. (AA393).

Appellees had an opportunity to challenge Appellants' claim of ownership interest in the Bankruptcy Court when Appellants' sent Appellee notice through its schedules, and prior to the Trustee's ruling to abandon the property. (AA356-AA357). Appellees failed to challenge the standing in the Bankruptcy Court. As such, Appellants, based on the decision of the Bankruptcy Court, did establish their interest in the property. That 50% interest could not be challenged in the Superior Court. The Court abused its discretion when it did not accept the Bankruptcy Court's ruling establishing the subject property as part of the Appellants' estate and their standing as 50% interest ownership in the property. Therefore, the Court lacked jurisdiction to rule that Appellants did not have standing to continue their complaint against the Appellees.

### **C. THE COURT ERRED BY NOT GIVING APPELLANTS AN OPPORTUNITY TO AMEND THEIR COMPLAINT**

In the event that the complaint is found to not state a cause of action, but there is a reasonable possibility that amendment can cure the defect, leave to amend must be granted. (Quelimane Co. v. Stewart Title Guaranty Co. (1998) 19 Cal.4<sup>th</sup> 26, 38, 39).

The Superior Court determined that they were not convinced of Appellants' ownership interest in the subject property. Even if Appellants' Complaint was not sufficient to establish an ownership interest, Appellants should have had one more opportunity to amend their Complaint to establish a sufficient cause of action. If the Court was not convinced about the Appellants' interest in the property, Appellants could have amended their Complaint to establish more allegations to support their ownership interest, including declarations from Corazon Estiva, co-owner named in the Deed of Trust. Instead, the Court sustained Appellees' Demurrers without leave to amend. Appellants can prove its ownership interest in the property had they been given a chance to amend their Complaint.

### **CONCLUSION**

The Superior Court erred in sustaining the demurrer without leave to amend and entering a judgment of dismissal. The Court should not have prevented Appellants from testing the sufficiency of their causes of action. The Court made no findings regarding the substantive basis of their causes of action. Appellants suffered an injury based on Appellees' conduct in foreclosing the property. Appellants should have been given an opportunity to continue their Complaint, and the Court should not have prevented them from recovery based on their names not appearing on the Deed of Trust or Promissory Note. Appellants' request attorney's fees and cost for this Appeal.

Respectfully submitted.

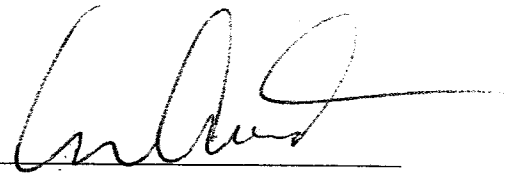
Dated: May 3, 2012



---

FERMIN SOLIS ANIEL  
PRO SE APPELLANT

Dated: May 3, 2012



---

ERLINDA ABIBAS ANIEL  
PRO SE APPELLANT

### Certificate of Compliance

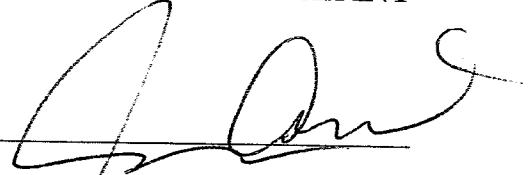
Pursuant to rule 8.204(c) of the California Rules of Court, I hereby certify that this brief contains 2073 words, including footnotes. In making this certification, I have relied on the word count of the computer program, Microsoft Office 2008, used to prepare the brief.

Executed on May 03, 2012 at Hillsborough, California



FERMIN SOLIS ANIEL

PRO SE APPELLANT



ERLINDA ABIBAS ANIEL

PRO SE APPELLANT

**PROOF OF SERVICE**

I, the undersigned, am a citizen of the United States, over eighteen years of age and not a party to the within action. My address is

75 Tobin Clark Dr., Hillsborough, CA 94010

On May ~~4~~<sup>10</sup><sub>3</sub>, 2012, I served the following:

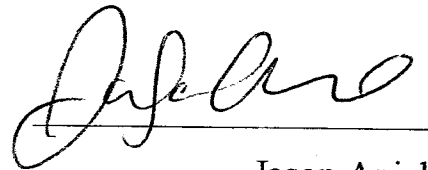
**Appellants' Opening Brief**

**Certificate of Interested Parties or Entities**

on the parties set forth on Exhibit A by placing a copy thereof in a sealed envelope with postage fully prepaid thereon for collection and mailing. I caused such envelope, with postage thereon full prepaid, to be placed in the United States Mail at San Francisco, California, or personally delivered. The addresses to which each party was served are as set forth in Exhibit A.

I declare under penalty of perjury under the law of the State of California that the foregoing is true and correct.

Executed on May ~~4~~<sup>10</sup><sub>3</sub>, 2012 at San Mateo, California



Jason Aniel



**EXHIBIT A**  
**TO PROOF OF SERVICE**

**Supreme Court of California**  
350 McAllister Street  
San Francisco, CA 94102-4797  
(Four Copies)

**Honorable Judge Joseph C. Scott**  
Southern Court, Dept. 25, Courtroom 2M  
400 County Center  
Redwood City, CA 94063

**Appellate Coordinator**  
**Office of the Attorney General**  
Consumer Law Section  
300 S. Spring Street  
Los Angeles, CA 90013-1230

**CHRISTOPHER L. PETERSON**  
**Attorneys for Defendant PITE DUNCAN, LLP**  
PITE DUNCAN, LLP  
4375 Jutland Drive, Suite 200  
P.O. Box 17935  
San Diego, California, 92177-0935

<b>BRIAN S. WHITEMORE</b>  SEVERSON & WERSON, P.C.  One Embarcadero Center, Suite 2600  San Francisco, California, 94111	<b>Attorneys for Defendant GMAC Mortgage, LLC f/k/a GMAC Mortgage Corp. and GMAC Mortgage, ETS Services, LLC, HSBC Bank, U.S.A. as Trustee for DALT 2007-A03, and Mortgage Electronic Registration Systems, Inc.</b>
--	--